

# Kiddsure Select



LLOYD'S

## Effected through

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

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

**The Insurance relates ONLY to those sections of the certificate which are shown in the schedule as being included.**

In accordance with the authorisation granted under the contract issued to the above by certain underwriters at Lloyd's and/or other corporate insurers as stated in the **schedule** who definitive numbers and/or proportions written by them can be ascertained by reference to the contract.

It is understood and agreed that **our** liability shall not exceed the limits of liability expressed in the **schedule** or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of **us**.

## Several liability notice:

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

LSW 1001 (Insurance)

**You** may cancel this insurance 14 days of **you** buying this insurance or the day on which **you** receive the insurance documents, whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

## Meaning of words

Certain words in the certificate have special meanings. These meanings are given below or defined at the beginning of the appropriate section. To help **you** identify these words in the certificate **we** have printed them in **bold** throughout.

<b>Bodily Injury</b>	Includes death or disease.
<b>Buildings</b>	The <b>home</b> and its decorations, fixtures and fittings attached to the <b>home</b> , permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks, <b>you</b> own or for which <b>you</b> are legally liable and within the <b>premises</b> named in the <b>schedule</b> .
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Geographical limits</b>	The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
<b>Ground heave</b>	The upwards expansion of the ground resulting in damage to the building foundations.
<b>Home</b>	The private dwelling, garage and outbuildings used for domestic purposes only, all at the situation of the <b>premises</b> shown in the <b>schedule</b> .
<b>Home Office Equipment</b>	Computers, Keyboards, Visual Display Units and printers, word processing equipment, desk top publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computers aided design equipment, telecommunication equipment and office furniture owned by <b>You</b> or any member of your household but excluding <b>Home Office Equipment</b> otherwise insured.
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary Ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Settlement</b>	The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.
<b>Standard Construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Subsidence</b>	The downward movement within the ground independent of the building load.
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.

<b>Unoccupied</b>	Not lived in by <b>you</b> or by a person authorised by <b>you</b> .
<b>We/us/our</b>	Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.
<b>You/Your/Insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker/ insurance advisor</b>	The insurance broker who places this insurance on <b>your</b> behalf.

# Section 1

## Buildings

### Meanings of words

#### Buildings:

The **home** and its decorations, fixtures and fittings attached to the **home**, permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks, **you** own or for which **you** are legally liable and within the **premises** named in the **schedule**.

Other words with special meanings in this section are defined on page 1/2. They are: **ground heave, home, premises, settlement, subsidence, unfurnished, unoccupied, we/us/our, you/your/insured.**

### The cover

What Is Insured	What Is Not Insured
The <b>buildings</b> are <b>insured</b> against damage caused by the events in paragraphs 1 to 20	
1. Fire, lightning, explosion, smoke or earthquake.	Loss or damage due to any gradually operating cause.  The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.
2. Storm or flood.  <b>We</b> will also pay the cost of removing any fallen trees or branches which cause damage to the <b>buildings</b> .	Damage caused by frost, <b>subsidence, ground heave</b> or landslip.  Damages to gates, fences, or hedges.  Loss or damage to roofs built with torch-on felt which are more than ten years old or other felt over five years old.  The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.
3. <b>Subsidence</b> or <b>groundheave</b> of the site on which the <b>buildings</b> stand or landslip.	Damage in respect of purpose built apartment blocks.  Destruction or damage:  caused by <b>settlement</b> due to building load, bedding down, coastal, lake or river erosion, structural alteration 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, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, swimming pools unless liability is admitted under the certificate for damage to the <b>home</b> from the same cause occurring at the same time,

What Is Insured	What Is Not Insured
	<p>to floor slabs unless liability is admitted under the certificate for damage to the walls of the <b>home</b> from the same cause occurring at the same time,</p> <p>associated with such causes arising prior to payment of premiums for the <b>period of insurance</b> in which a claim may arise,</p> <p>if any part of the <b>buildings</b> suffered previous damage by <b>subsidence, ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing</p>	<p>Damage while any part of the <b>home</b> is lent, let or sub let, unless entry to or exit from the <b>home</b> is made using violence and force.</p> <p>Damage caused after the <b>home</b> is left <b>unfurnished or unoccupied</b> for more than 45 consecutive days.</p> <p>Damage caused by a member of the household other than domestic employees.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>5. Riots, civil labour or politicaldisturbance.</p>	<p>Damage caused after the <b>home</b> is left <b>unfurnished or unoccupied</b> for more than 45 consecutive days.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>6. Vandals or Malicious people</p>	<p>Damage caused by someone lawfully on the <b>premises</b>.</p> <p>Damage caused after the <b>home</b> is left <b>unfurnished or unoccupied</b> for more than 45 consecutive days.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>7. Escape of water from anywashing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank.</p>	<p>Loss or damage</p> <p>caused by subsidence, heave or landslip.</p> <p>caused after the <b>home</b> is left <b>unfurnished or unoccupied</b> for more than 45 consecutive days.</p> <p>to walls, ceilings and tiles caused by water leaking from shower units and baths through seals and grouting.</p> <p>due to wear and tear, rust, or gradual deterioration of any water apparatus or installation.</p> <p>to the component or appliance from which the water escapes.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage</p>

What Is Insured	What Is Not Insured
<p>8. Escape of oil from any fixed domestic heating installation.</p>	<p>Damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>Damage due to wear and tear, rust, gradual deterioration of any installation or caused by faulty workmanship.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>9. Collision with the <b>buildings</b>, by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.</p>	<p>Damage caused by <b>your</b> pets.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>10. Falling trees or branches.</p> <p><b>We</b> will also pay the cost of removing any fallen trees or branches which cause damage to the <b>buildings</b>.</p>	<p>Damage to gates, fences or hedges.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>11. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.</p>	<p>Damage to radio and television aerials, satellite dishes, their fittings and masts.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>12. The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<p>Damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>13. Accidental damage to cables, underground pipes, or underground tanks servicing the <b>home</b>, that <b>you</b> are legally responsible for</p>	<p>Damage due to wear, tear, rust or gradual deterioration.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>14. The cost of breaking into and repairing the pipe between the main sewer and the <b>home</b> following the blockage of the pipe.</p> <p>The most <b>we</b> will pay is €2,000.</p>	<p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>15. If the <b>home</b> is made uninhabitable by damage from any cause <b>insured</b> by this section, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>• rent <b>you</b> would have received and rent which continues to be payable by <b>you</b>,</li> <li>• the reasonable extra cost of comparable alternative accommodation (including kennelling of pets) if <b>you</b> occupy the <b>home</b>,</li> </ul> <p>but only during the period necessary to reinstate the <b>home</b> to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The most <b>we</b> will pay under this paragraph is 15% of the sum insured by this section.</p>	

What Is Insured	What Is Not Insured
<p>16. Damage to any fixed domestic water or heating installation caused by freezing.</p>	<p>Damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>17. Any amounts which <b>you</b>, as owner of the <b>premises</b>, become legally liable to pay as compensation for an accident occurring during the <b>period of insurance</b> which causes <b>Bodily Injury</b> to a person or damage to property.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <p>an agreement which imposes a liability which <b>you</b> would not otherwise have been under, the occupation of the <b>premises</b>, any business, profession or trade.</p> <p>Liability for:</p> <p><b>Bodily Injury</b> to a member of <b>your</b> household,</p> <p><b>Bodily Injury</b> to a person under a contract of service or apprenticeship with <b>you</b> or a member of <b>your</b> family, damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of <b>your</b> household.</p> <p>in respect of any kind of pollution and/or contamination other than:</p> <p>caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</p> <p>reported to <b>us</b> no later than 30 days from the end of the <b>period of insurance</b>;</p> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</p>
<p>18. <b>We</b> will pay the costs of the charges made on <b>you</b> by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as the result of any incident involving fire affecting the <b>Buildings</b> in circumstances which give rise to a valid claim under this Certificate.</p> <p>The most <b>we</b> will pay is €2,000 (providing no payment has been made under the <b>Contents</b> section).</p>	
<p>19. <b>We</b> will pay the cost of removing and replacing any part of the <b>Buildings</b> necessary to repair a household heating or water system which has caused an escape of water.</p> <p>The most <b>we</b> will pay is €1,000.</p>	<p>Loss or damage to the component or appliance from which the water or oil escapes.</p> <p>Damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p>
<p>20. Legal Fees which <b>you</b> have to pay to repossess <b>your home</b> following occupation by squatters.</p>	<p>Fees incurred without <b>our</b> permission.</p> <p>Any amount over €12,700 in total.</p>



# Extended accidental damage

## Endorsement A

Covered only if you have selected this extra insurance

What Is Insured	What Is Not Insured
21. The <b>buildings</b> are <b>insured</b> against any accidental damage in addition to the events under paragraphs 1 to 20 of this section.	Damage caused by chewing, scratching, tearing or fouling by <b>your</b> pets.  Damage while any part of the <b>home</b> is lent, let or sub let.  Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown.  Damage whilst the <b>home</b> is being altered, repaired, cleaned, maintained or extended.  Cost of general maintenance.  Damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks.  Damage caused by or contributed to by or arising from any kind of pollution and/or contamination.  Any damage or amount shown as not <b>insured</b> under paragraphs 1 to 20 of this section.  The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.

## Settling Claims

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will deduct an amount for wear and tear if:

- at the time of the damage the sum insured is less than the full cost of rebuilding the **buildings** as new.
- the **buildings** are in a poor state of repair or decoration.

**We** will not pay the cost of replacing any undamaged item of matching **sanitary ware**.

If repair or reinstatement is not carried out **we** will pay the reduction in the market value resulting from the damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 11, 21 and 'Additional costs' below is the sum insured by this section.

## Underinsurance

If the sum insured on **buildings** at the time of the insured loss or damage is less than the cost of rebuilding as new all the **buildings** covered then **you** shall be considered as being **your** own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the cost of rebuilding as new less the allowance for wear and tear will be compared with **your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **your** sum insured bears to this cost of rebuilding.

## Additional costs

**We** will pay the necessary and reasonable expenses that **you** incur in reinstating the **buildings** following damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the **home** safe,
- the cost of complying with any government or local authority requirement following damage unless **you** were given notice of the requirement before the damage.

**We will not pay:**

- fees for preparing a claim under this section,
- costs in respect of undamaged parts of the **buildings** (except the foundations of the damaged parts).

## Index-linking

**We** will adjust the sum insured in accordance with an appropriate index selected by **us**.

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

## Selling your HOME

If **you** are selling **your home** **we** will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the certificate.

## Section 2

### Contents

#### Meanings of words

##### Contents:

Household goods, **Home Office Equipment** (up to €4,000), personal belongings (including **money** and **valuable property**), collections of stamps, coins or medals up to €250, tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts, (including satellite dishes, receivers and ancillary equipment up to €630) on or in the **home**, belonging to **you** or the legal responsibility of **you**.

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

- Motor vehicles, caravans, trailers, aircraft, hovercraft, watercraft, 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 (except as provided under paragraph 18), bonds, bills of exchange, securities, documents, manuscripts, money of any kind (except as defined below),
- Property more specifically insured elsewhere 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,
- Property other than **Home Office Equipment** used or held for business or professional purposes.

##### Money:

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

The most **we** will pay is €400.

##### Valuable property:

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, curios, furs, musical instruments.

The most **we** will pay is one third of the sum insured by this section but not more than €2,500 for any one article, set or collection.

Other words with special meanings in this section are defined on page 1/2.

They are: **Bodily Injury, buildings, geographical limits, ground heave, home, premises, settlement, subsidence, unfurnished, unoccupied, we/us/our, you/your/insured.**

## The cover

What Is Insured	What Is Not Insured
<p>The <b>contents</b> are insured while in the <b>home</b> against loss or damage caused by the events in paragraphs 1 to 30.</p>	
<p>1. Fire, lightning, explosion, smoke, or earthquake</p>	<p>Loss or damage due to any gradually operating cause.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>2. Storm or flood.</p>	<p>Loss or damage due to any gradually operating cause.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>3. <b>Subsidence</b> or <b>ground heave</b> of the site on which the <b>buildings</b> stand or landslip.</p>	<p>Damage in respect of purpose built apartment blocks.</p> <p>Destruction or damage:</p> <p>caused by <b>settlement</b> due to building load, bedding down, coastal lake or river erosion, construction, defective or inappropriate foundations and the use of faulty materials,</p> <p>caused by <b>building</b> on made-up ground or filled-in land,</p> <p>unless liability is admitted under this or any other certificate for damage to the <b>home</b> from the same cause occurring at the same time,</p> <p>to floor slabs unless liability is admitted under the certificate for damage to the walls of the <b>home</b> from the same cause occurring at the same time, associated with such causes arising prior to payment of premiums for the <b>period of insurance</b> in which a claim may arise.</p> <p>Destruction or damage if any part of the <b>buildings</b> suffered previous damage by <b>subsidence, ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing</p>	<p>Loss or damage while any part of the <b>home</b> is lent, let or sub-let, unless entry to or exit from the <b>home</b> is made using violence and force.</p> <p>Loss or damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>Loss or damage caused by a member of <b>your</b> household other than domestic staff.</p>

What Is Insured	What Is Not Insured
	The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.
5. Riot, civil labour or political disturbance.	<p>Damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
6. Vandals or malicious people.	<p>Loss or damage caused by someone lawfully on the <b>premises</b>.</p> <p>Loss or damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
7. Escape of water from any washing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank.	<p>Loss or damage caused by subsidence, heave or landslip.</p> <p>caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>to walls, ceilings and tiles caused by water leaking from shower units and baths through seals and grouting.</p> <p>due to wear and tear, rust, or gradual deterioration of any water apparatus or installation.</p> <p>to the component or appliance from which the water escapes.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
8. Escape of oil from any fixed domestic heating installation.	<p>Loss or damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>Damage due to wear and tear, rust or gradual deterioration of any installation or caused by faulty workmanship.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	<p>Loss or damage caused by <b>your</b> pets.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
10. Falling trees or branches.	The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.

What Is Insured	What Is Not Insured
11. Falling aerials, aerial fittings or masts.	The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.
<p>12. Accidental breakage of:</p> <ul style="list-style-type: none"> <li>• Fixed glass and double glazing</li> <li>• <b>Sanitary Ware</b></li> </ul> <p>Forming part of the <b>buildings</b> which <b>you</b> are legally liable for as a tenant and do not have other insurance for</p> <p style="padding-left: 20px;">Mirrors Glass tops and fixed glass in furniture</p> <ul style="list-style-type: none"> <li>• Ceramic hobs</li> </ul>	<p>Loss or damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p> <p>For the cost of repairing, removing or replacing frames.</p>
13. Accidental damage while in the <b>home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.	<p>Damage while any part of the <b>home</b> is lent, let or sub-let.</p> <p>Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, mechanical or electrical faults or breakdown.</p> <p>Damage to records, audio, video or computer discs, tapes or cassettes.</p> <p>Damage to telephones or telephone equipment.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>14. The <b>contents</b> are insured while in the open within the boundaries of the land belonging to the <b>home</b> against loss or damage caused by events in paragraphs 1 to 11 of this section.</p> <p>The most <b>we</b> will pay is €700.</p>	<p>Any loss, damage or amount shown as not <b>insured</b> under paragraphs 1 and 3 to 11 of this section.</p> <p>Plants and trees.</p> <p>Damage due to wear and tear, rust or gradual deterioration.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>15. The <b>contents</b> are insured within the <b>geographical limits</b> or while temporarily removed from the <b>premises</b> against loss or damage caused by:</p> <p>the events <b>insured</b> in paragraphs 1 and 3 and 5 to 11 of this section, stealing or attempted stealing from: a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of <b>you</b> or a member of <b>your</b> household, within an occupied building, boat or caravan used for residential purposes or a building where <b>you</b> or a</p>	<p>Loss or damage caused by falling trees or branches while the <b>contents</b> are in transit or in the open.</p> <p>Property removed for sale or exhibition.</p>

What Is Insured	What Is Not Insured
<p>building where <b>you</b> or a member of <b>your</b> family are employed, engaged in <b>your</b> / their business or temporarily living, any other building provided entry to or exit from the building is made using violence and force.</p> <p>The most <b>we</b> will pay is 15% of the sum insured shown in <b>schedule</b>.</p>	<p>Stealing of <b>money</b>.</p> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>16. Accidental loss of or accidental damage to the <b>contents</b> while they are:</p> <p>being moved by professional furniture removers to <b>your</b> new <b>home</b> within the <b>geographical limits</b>,</p> <p>in temporary storage, for up to 7 days in a furniture depository.</p>	<p><b>Money</b>, gold or silver articles, jewellery or furs.</p> <p>Loss or damage: if <b>you</b> have arranged other insurance, not reported to <b>us</b> within 7 days of delivery to the new <b>home</b>.</p> <p>Cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>17. Loss of oil from a domestic heating installation, or metered water, or following accidental damage to the domestic water or heating installation.</p>	<p>Damage due to wear and tear, rust or gradual deterioration any water or oil apparatus or installation,</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>18. The cost of preparing new titledeeds to the <b>premises</b> if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 of this section while in the <b>home</b> or while kept in <b>your</b> bank for safekeeping.</p> <p>The most <b>we</b> will pay is €320.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>19. The sum insured by this section is automatically increased by 10% during the month of December only, to insure gifts and extra food and drink bought for the Christmas season.</p>	
<p>20. The sum insured by this section is automatically increased by 10% to insure wedding gifts during the period of one month before and one month after the wedding day of <b>you</b> or a member of <b>your</b> family.</p>	<p>Losses that can be recovered under another insurance.</p>
<p>21. <b>We</b> will pay €1,270 if <b>you</b> or <b>your</b> spouse die within 30 days as a result of:</p> <p>fire, accident or assault, in the <b>premises</b>.</p> <p>an accident whilst travelling within the <b>geographical limits</b> as a fare paying passenger in any road or rail vehicle.</p> <p>assault in the street within the <b>geographical limits</b>.</p>	

What Is Insured	What Is Not Insured
<p>If more than one person (except <b>you</b> and <b>your</b> spouse) is shown in the <b>schedule</b> as the <b>Insured</b>, <b>we</b> will divide the benefit of €1,270 in proportion to the number of people insured.</p>	
<p>22. If the <b>home</b> is made uninhabitable by damage from any cause insured by this section <b>we</b> will pay for:</p> <p>rent which continues to be payable by <b>you</b>,</p> <p>the reasonable extra cost of comparable alternative accommodation (including kennelling of pets) if <b>you</b> occupy the <b>home</b>,</p> <p>the reasonable cost of temporary storage of furniture,</p> <p>the reasonable extra cost of temporary accommodation for domestic pets,</p> <p>but only during the period necessary to reinstate the <b>home</b> to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The most <b>we</b> will pay under this paragraph is 15% of the sum insured shown in <b>schedule</b>.</p>	
<p>23. The cost of replacing and fitting locks to outside doors, safes and alarms in the <b>home</b> following theft or loss of <b>your</b> keys.</p> <p>The most <b>we</b> will pay is €500.</p>	<p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<p>24. <b>Your</b> legal liability as tenant for damage to the <b>buildings</b> caused by an event in paragraphs 1 to 20 of section 1.</p> <p>The most <b>we</b> will pay is 10% of the sum insured shown in <b>schedule</b>.</p>	<p>Any damage or amount shown as not insured under paragraphs 1 to 20 of section 1.</p>
<p>25. Any amounts which <b>you</b> become legally liable to pay as damages for <b>bodily injury</b> to <b>your</b> domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying</p> <p>out repairs or decorations) directly employed by <b>you</b> in connection with <b>your premises</b> or any temporary residence within the Republic of Ireland.</p> <p>The most <b>we</b> will pay for any one claim or series of claims arising out of one cause including all costs agreed by us in writing is €2,600,000</p> <p>Where <b>we</b> agree to compensate more than one party then nothing in this certificate shall increase <b>our</b> liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	<p><b>Bodily injury</b> arising directly or indirectly from any vehicle used for racing pace making or speed racing.</p> <p><b>Bodily injury</b> arising directly or indirectly from any communicable disease or condition.</p> <p><b>Bodily injury</b> in Canada or the United States of America after the total period of stay has exceeded 30 days in the <b>period of insurance</b>.</p> <p><b>Bodily injury</b> to <b>your</b> domestic employees for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>



What Is Insured	What Is Not Insured
<p>26. Any amounts which <b>you</b> or a member of <b>your</b> household as:</p> <p>an occupier of the <b>premises</b> or any other building, boat or caravan used as temporary accommodation,</p> <p>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,</p> <p>become legally liable to pay as compensation for an accident occurring during the <b>period of insurance</b> which causes <b>bodily injury</b> to any person or loss of or damage to property.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <p>an agreement which imposes a liability which <b>you</b> or a member of <b>your</b> household would not otherwise have been under,</p> <p>ownership of any land or building,</p> <p>any business, profession or trade,</p> <p>racing, hunting or playing polo, willful or malicious acts.</p> <p>Liability arising directly or indirectly from the ownership or use of:</p> <p>aircraft (except toys and models),</p> <p>mechanically propelled vehicles (except domestic garden implements used within the boundary of the <b>premises</b> or use of a vehicle solely as a passenger having no right of control),</p> <p>watercraft (except toys and models), sailboards or hovercraft,</p> <p>animals (except horses and pets which are normally domesticated in the Republic of Ireland). Liability arising directly or indirectly from the ownership possession or use 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 or use is not in accordance with the provisions of such regulations.</p>
<p>27. <b>We</b> will pay the cost of the charges made on <b>you</b> by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as the result of any incident involving fire affecting the <b>Buildings</b> in circumstances which give rise to a valid claim under this Certificate.</p> <p>The most <b>we</b> will pay is €2,000 (providing no payment has been made under the <b>Buildings</b> section).</p>	<p>Liability for:</p> <p><b>Bodily Injury</b> to a member of <b>your</b> household or to a person under a contract of service or apprenticeship with <b>you</b> or a member of <b>your</b> family,</p> <p>damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of <b>your</b> household.</p>
<p>28. The cost of cleaning up expenses, which <b>you</b> have to pay following the escape of oil from the domestic heating installation.</p>	<p>Landscaping costs.</p> <p>damage caused after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 45 consecutive days.</p>
<p>29. <b>We</b> will pay <b>you</b> €25 per day for each day <b>you</b> attend court for jury service as long as <b>you</b> give us satisfactory written proof of <b>your</b> jury service.</p> <p>The most <b>we</b> will pay is €625.</p>	
<p>30. Loss or damage to Personal Possessions belonging to visitors not more specifically insured elsewhere.</p>	<p>Property owned by paying guests.</p>

# Extended accidental damage

## Endorsement B

Covered only if you have selected this extra insurance

What Is Insured	What Is Not Insured
<p>The <b>contents</b> are insured while in the <b>home</b> against any accidental damage in addition to the events under paragraphs 1 to 30 of this section.</p>	<p>Damage caused by chewing, scratching, tearing or fouling by <b>your</b> pets.</p> <p>Any loss damage or amount shown as not <b>insured</b> under paragraphs 1 to 11 of this section.</p> <p>Damage to clothing (including furs), contact lenses, micro corneal lenses, money, stamps, coins or medal, plants, food or drink.</p> <p>Damage while any part of the <b>home</b> is lent, let, sub-let.</p> <p>Damage caused by or arising from</p> <ul style="list-style-type: none"><li>wear and tear or gradual deterioration,</li><li>gradually operating causes,</li><li>insects, parasites or vermin,</li><li>corrosion, fungus, mildew or rot,</li><li>atmospheric or climatic conditions, frost or the action of light,</li><li>alteration, repair, maintenance, decoration, restoration, dismantling, renovation or breakdown,</li><li>any process of cleaning, drying, dyeing, heating or washing,</li><li>mechanical or electrical faults or breakdown,</li><li>faulty design or workmanship or the use of faulty materials,</li><li>demolition, structural alteration or structural repair of the buildings.</li></ul> <p>Damage caused by assembling or dismantling of the apparatus in respect of <b>Business Equipment</b>.</p> <p>Damage caused by or contributed to by or arising from any kind of pollution and/or contamination.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>

## Settling Claims

**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,
- 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.

**We** will not pay the cost of replacing 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.

The most **we** will pay under paragraphs 1 to 13 and 16 is the sum insured by this section but see the limitations on pages 13 and 14 with regard to **money, valuable property** and collections of stamps, coins or medals.

**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.

## Underinsurance

If the sum insured on **contents** at the time of the insured loss or damage is less than the cost of replacing all the **contents** as new (less an allowance for wear and tear of clothing, linen and furs) **you** shall be considered as being **your** own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the cost of replacement as new less the allowance for wear and tear will be compared with **your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **your** sum insured bears to this cost of replacement.

## Index-linking

**We** will adjust the sum insured in accordance with an appropriate index selected by **us**.

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

## Section 3

### Valuables & Personal Possessions

#### Meanings of words

Words with special meanings in this section are defined on page 1/2.  
They are: **geographical limits, schedule, we/us/our, you/your/insured.**

#### The cover

What Is Insured	What Is Not Insured
<p>The property belonging to <b>you</b> or the legal responsibility of <b>you</b> as listed under any item number in this section is insured against accidental loss or damage anywhere in the <b>geographical limits</b> and elsewhere for 30 days in any one <b>period of insurance</b> if the <b>schedule</b> shows that <b>you</b> have selected this section.</p>	<p>This applies to all items of this section.</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>Damage caused by chewing, tearing or fouling by <b>your</b> pets.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Deed, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.</p> <p>Property more specifically insured elsewhere or any amount that <b>you</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>Damage caused by mechanical or electrical faults or breakdown.</p>
<b>ITEM 1</b>	
What Is Insured	What Is Not Insured
<p>Unspecified personal possessions, including 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.</p> <p>Clothing and furs.</p> <p>The most <b>we</b> will pay for any unspecified article, set or collection is €2,500.</p>	<p>Any article insurable under sections 4 and 7.</p> <p>Contact lenses, micro corneal lenses, dentures, camping equipment, and tools.</p> <p>Stealing of property from an unattended road vehicle unless kept out of sight in a locked boot.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>

<b>ITEM 2</b>	
<b>What Is Insured</b>	<b>What Is Not Insured</b>
<p>Sports equipment and guns.</p> <p>The most <b>we</b> will pay for any unspecified article is €2,500.</p> <p>The most <b>we</b> will pay for all sports equipment and guns is the sum insured shown in the <b>schedule</b>.</p>	<p>For damage to guns caused by rusting or bursting barrels.</p> <p>Breakage of any sports equipment whilst in use.</p> <p>Stealing of property from an unattended road vehicle unless kept out of sight in a locked boot.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>
<b>ITEM 3</b>	
<b>What Is Insured</b>	<b>What Is Not Insured</b>
<p>Named items listed in the specification.</p> <p>The most <b>we</b> will pay is the sum insured for the individual items.</p>	<p>For damage to guns caused by rusting or bursting barrels.</p> <p>Breakage of any sports equipment whilst in use.</p> <p>Stealing of property from an unattended road vehicle unless kept out of sight in a locked boot.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>

## Settling Claims

**We** will at **our** option replace, repair or pay for the article lost or damaged less an amount for wear and tear in respect of clothing and furs.

# Section 4

## Money and Credit Cards

### Meanings of words

#### Money:

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

#### Credit cards:

Credit, cheque, bankers or cash dispensing cards.

Other words with special meanings in this section are defined on page 1/2. They are: **you/your/insured**.

### The cover

What Is Insured	What Is Not Insured
1. Accidental loss of <b>money</b> , belonging to <b>you</b> or a member of <b>your</b> family, anywhere in the world up to €400.	Shortages caused by error or omission. Depreciation in value. Losses not reported to the Gardai/Police within 24 hours of discovery. Confiscation or detention by customs or other officials. The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.
2. Financial loss following misuse of <b>credit cards</b> belonging to <b>you</b> or a member of <b>your</b> family up to €750.	Unauthorised use by a member of <b>your</b> household. Liability following breach of the terms and conditions of use. Confiscation or detention by customs or other officials.
<b>Special Conditions</b> <b>You</b> must report the loss of any <b>credit card</b> to the issuing company and to the Gardai/Police within 24 hours of discovery.	

# Section 5

## Pedal Cycles

### Meanings of words

Words with special meanings in this section are defined on page 1/2. They are: **geographical limits, we/us/our, you/your/insured, schedule.**

### The cover

What Is Insured	What Is Not Insured
<p>The property belonging to <b>you</b> or the legal responsibility of <b>you</b> as listed under any item number in this section is insured against accidental loss or damage anywhere in the <b>geographical limits</b> and elsewhere for 30 days in any one <b>period of insurance</b> if the <b>schedule</b> shows that <b>you</b> have selected this section.</p>	<p>This applies to all items of this section.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, mechanical or electrical faults or breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Property more specifically insured elsewhere or any amount that <b>you</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p>Pedal cycles, including accessories, shown in the <b>schedule</b>.</p> <p>The most <b>we</b> will pay is the sum insured shown in the <b>schedule</b>.</p>	<p>Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time.</p> <p>Loss or damage while the pedal cycle is being used for racing, pacemaking or trails.</p> <p>Stolen pedal cycle/s unless it was locked to an immovable object or kept in a locked building at the time of the theft.</p>

### Settling claims

**We** will at **our** option replace, repair or pay for the article lost or damaged less an amount for wear and tear.

# Section 6

## Freezer Contents

### Meanings of words

Words with special meanings in this section are defined on page 1/2. They are **home, we/us/our, you/your/insured**.

### The cover

What Is Insured	What Is Not Insured
Deterioration of food or drink caused by: a change in temperature of the freezer or refrigerator in the <b>home</b> , or contamination by accidental escape of refrigerator or refrigerant fumes.	Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.

### Settling claims

**We** will pay for the cost of replacing the food and drink that becomes unfit for human consumption.

The most **we** will pay is the sum insured shown in the **schedule**.

**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.



# Certificate Conditions

## These apply to sections 1 to 6 and Endorsements A to B

In the following conditions **you** also include any other person insured under certificate.

1. **You** will take all reasonable steps to protect the property and prevent accidents.
2. If **you** or anyone acting for **you** makes a claim under the certificate knowing the claim to be false, **we** will not pay the claim and all cover under the certificate ceases.

### Cancellation Clause

3. **(a) We** can cancel this insurance by giving **you** 30 days notice in writing by registered letter to **your** last known address. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.  
**(b) You** can also cancel this insurance at any time by writing to **your broker** or **insurance advisor**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.
4. If there is a dispute arising out of this certificate, 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 returned to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
5. If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the certificate provided they keep to the terms of the certificate.
6. **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 certificate until **we** have agreed in writing to accept the increased risk.

# Certificate Exeptions

## These apply to all sections and endorsements

The certificate does not cover:

1. **War and Civil War Exclusion Clause:** Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage 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.
2. **Aircraft Pressure Waves:** Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. **Radioactive Contamination and Explosive Nuclear Assemblies Exclusion:** This Insurance will not pay for:
  1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom,
  2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
    - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
    - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. **Date Change Clause:** **We** will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly

the date change to the year 2000 or any other date change.

- 5. Biological, Chemical or Nuclear Contamination Exclusion Endorsement:** This insurance does not cover loss of or damage to any property, or any legal liability, directly or indirectly arising from:
- i any act of terrorism or any action taken to control, prevent or suppress terrorism
  - ii Biological or chemical contamination due to any act of terrorism or any action taken to control, prevent or suppress terrorism.

An act of terrorism means an act whether threatened or actual, including the use, or threat of force or violence by any person or group of people, acting in connection with any organisation or government that is committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

## **6. Electronic Data Endorsement**

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

- a) This Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means 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.

COMPUTER VIRUS means 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 time or logic bombs.

- b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril.

### **Listed Perils Fire**

Explosion

## **7. Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the cost of copying the

ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor 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 Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

# Making a Claim

## These apply to sections 1 to 6 and Endorsements A to B

First check the **schedule** and relevant certificate section to make sure that what **you** are claiming for is covered.

Tell **us** as soon as possible by telephone or letter that **you** wish to claim. **We** will send a claim form which **you** must complete and return with any supporting evidence that **we** require within 30 days of the incident.

See certificate condition 7 on page 41 for the full conditions relating to claims. If temporary repairs are needed to stop further damage **you** should arrange for them to be done immediately. Keep the bills because they may form part of **your** claim.

For other repairs or replacements, get estimates and send them to **us**. **We** must have an opportunity to see the damage and approve the estimates before work begins. Depending on the work involved and the cost, **you** may be told **you** can go ahead and get the work done.

At **our** option **we** may send someone to enquire into the loss or damage.

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 Gardai/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.

**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 certificate covering anything insured by this certificate (except as provided under section 2, paragraph 21) **we** will be liable only for our proportionate share.

## Other Endorsements

### Operative only if indicated in the schedule

#### ENDORSEMENT C

#### Mortgagees Clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you**, **your** household or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee provided that the mortgagees as soon as reasonably possible after becoming aware of the danger shall give notice to **us** and pay an additional premium if required.

#### ENDORSEMENT D

##### Alarm Clause

**You** have agreed that:

- (a) The alarm shall have been put into full and effective operation whenever the **home** specified in the **schedule** is left unattended.
- (b) The burglar alarm system shall have been maintained in good order throughout the currency of this insurance under a maintenance contract.

#### ENDORSEMENT E

##### Fire Cover Only

**You** are only covered for fire, lightning, explosion and earthquake until the **home** is permanently occupied.

#### ENDORSEMENT F

##### Contractors exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

#### ENDORSEMENT G

##### Hotel and motel clause

This insurance does not cover theft or disappearance of Jewellery from hotel or motel rooms during **your** absence from such rooms, unless deposited in a locked safe.

#### ENDORSEMENT H

##### Jewellery Clause

This insurance shall not cover loss of Jewellery by theft or disappearance unless it is:

- 1) Being worn.
- 2) Deposited in a bank or locked safe or Hotel/Motel safe.
- 3) Carried by hand under **your** Personal supervision.

#### ENDORSEMENT I

##### Keys Clause

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

#### ENDORSEMENT J

##### Mortice deadlock clause

This insurance does not cover theft from the private dwelling of the **home** unless mortice deadlocks are of at least 3 lever caliber and are fitted to all external doors and are fully locked.

#### ENDORSEMENT K

##### Musical Instruments clause

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

## ENDORSEMENT L

### Protections clause

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

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

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

## ENDORSEMENT M

### Safe clause

This insurance does not cover theft of Jewellery (including watches) from the **home** unless the Jewellery and watches are kept in a locked safe whilst not being worn.

## ENDORSEMENT N

### Stamp clause

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

## ENDORSEMENT O

### Subsidence, heave or landslip exclusion clause

**Subsidence** or **ground** heave of the site on which the **Buildings** stand or landslip as shown in item 3 under section 1 Buildings and section 2 Contents, is not covered by this insurance.

## ENDORSEMENT P

### Theft limitation clause

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

## ENDORSEMENT Q

### Unattended vehicles clause

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

## ENDORSEMENT R

### Unoccupancy clause

While the **Buildings** are unoccupied in excess of 35 consecutive days:

**We** will not pay for loss or damage caused by escape of water as stated under item 7 within section 1 Buildings and section 2 Contents during period 1<sup>st</sup> November to 31<sup>st</sup> March unless all main water and gas supplies are turned off. Additionally all water and central-heating systems must be drained, unless the central-heating system is kept running to maintain a temperature of 65 degrees Fahrenheit (18 degrees Celsius);

The **premises** must be inspected internally and externally at least once a fortnight by **you** or **your** representatives.

This insurance excludes **valuables, money** and **credit cards**.

This insurance excludes theft or attempted theft from your **home** other than as a result of violent and forcible entry.

**We** will not pay the excess amount as shown in the **schedule** of incident of loss or damage.

Failure to comply with any of the above conditions will invalidate **your** insurance.

## ENDORSEMENT S

### Settings Clause

It is warranted that the settings are checked and repaired annually by a competent and recognized jeweller.

## ENDORSEMENT T

### Flood Exclusion Clause

**We** will not pay under this policy for any loss or damage caused to the property insured by this policy or any costs or expenses that are directly or indirectly associated with flood of any kind.

For the purpose of this endorsement, flood includes but is not limited to

- a) the overflow from a body of water such as a river, stream, brook, lake, reservoir or pond;
- b) rainwater run-off from surrounding land;
- c) the accumulation of water or sewage at ground level following heavy or persistent rainfall;
- d) a rise in the water table following heavy or persistent rainfall; and
- e) an escape of water or sewage from drains or sewer following heavy or persistent rainfall.

## ENDORSEMENT U

### Let Property Clause

When the property to be insured is lent, let or sub-let the following restrictions, conditions and exclusions will apply:

Page 1/2 Meaning of Words – **Home office Equipment** is deleted.

#### Section One – Buildings

Paragraph 15 is amended to read;

15. If the **home** is made uninhabitable by damage from any cause insured by this section, **we** will pay for:

- rent **you** would have received

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.

The most **we** will pay under this paragraph is 15% of the sum insured shown in the **schedule**.

Paragraph 17 – the following exclusion is amended to read.

Liability arising directly or indirectly from

- any business, profession or trade other than the operation of the **premises** as a let property.

Paragraph 20 (Legal fees) the sum insured for this is amended to read EUR3,200.

Settling Claims is amended to read;

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will deduct an amount for wear and tear if:

- at the time of the damage the sum insured is less than the full cost of rebuilding the **buildings** as new.
- the **buildings** are in a poor state of repair or redecoration.

**We** will not pay the cost of replacing any undamaged item of matching sanitary ware.

If repair or reinstatement is not carried out **we** will pay the reduction in the market value resulting from the damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 11 and “additional costs” below is the sum insured shown in the **schedule**. All other paragraphs are as specified.

**We** will not pay the excess shown in the **schedule** of each incident of loss or damage.

## **Section Two – Contents**

Cover in respect of the following sub limits is excluded:

1. **Home Office Equipment**
2. Personal Belongings
3. **Money** - to include cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps, all held for social or domestic purposes.
4. **Valuable property** (to include jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, works of art, curios, furs, musical instruments.

Paragraph 29 is deleted (jury service).

Paragraph 30 is deleted (loss or damage to visitor’s personal possessions).

Settling claims is amended to read.

**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
- 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.

**We** will not pay the cost of replacing 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.

The most **we** will pay under paragraphs 1 to 13 and 16 is the sum insured shown in the **schedule**. All other paragraphs are as specified.

**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.

Section Three	Valuables and Personal Possessions	This section is deleted.
Section Four	Money and Credit Cards	This section is deleted.
Section Five	Pedal Cycles	This section is deleted.
Section Six	Freezer Contents	This section is deleted.

**We** will not pay the excess amount as shown in the **schedule** of each incident of loss or damage. Add to certificate conditions;

**You must tell your broker immediately prior to a change of occupant or if the property becomes unoccupied for more than 35 consecutive days.**

**When we receive this notice we have the option to change the conditions of this insurance.**

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

## COMPLAINTS

### Notice to the Insured

The insurance cover is granted by the holder of a Binding Authority in Ireland from Amlin Syndicate 2001 as stated in the **schedule** for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936. The holder of the Binding Authority, whose name is shown hereon in conjunction with the Lloyd's Representative Ireland Limited has all the powers required of him under the Insurance Acts and regulations (Insurance Acts 1909-2000 and regulations made thereunder).

An enquiry or complaints should be addressed in the first instance to **your Broker**.

If **you** are not satisfied with the way a complaint has been dealt with and wish to make a formal complaint, **you** can do so at any time by referring the matter to **your insurer** at:

Amlin House, Parkway, Chelmsford, Essex CM2 0UR  
Email: [Aulcomplaints@amlin.co.uk](mailto:Aulcomplaints@amlin.co.uk)

If **you** remain dissatisfied with **our** decision or **you** have not received a decision within ten business days, **you** may, if **you** wish, refer **your** complaint to the Lloyd's Country Manager for Ireland who will investigate and assess this complaint and provide **you** with a final response.

The contact details are as follows:

Lloyd's Country Manager  
Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
Ireland  
Tel: +353 (0) 1 644 1000  
E-mail: [lloydsireland@lloyds.com](mailto:lloydsireland@lloyds.com)

Should **you** remain dissatisfied with the final response from Lloyd's Country Manager for Ireland or if **you** have not received a final response within forty business days of the complaint being made, **you** may refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman  
3rd Floor  
Lincoln Place  
Dublin 2  
Ireland  
Tel: +353 (0) 1 6620899  
Fax: +353 (0) 1 6620890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

The above procedure does not prejudice **your** rights in law.



