

Unoccupied Private Dwelling



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 Amlin Syndicate 2001 as stated in the **schedule** whose 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 LSW 1001:

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 part of its obligations.

Notice to **you** the **insured**

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:

1. The date you receive **your** insurance documentation: or
2. The start of the **period of insurance** whichever is the later.

During this period should **you** decide **you** no longer wish to continue with this insurance **you** may cancel this insurance and **we** will refund **your** premium in full subject to **you** not having made a claim. Should **you** wish to cancel this insurance at any time after this period please refer to the cancellation clause shown on page 3 Condition 3.

UPD/12/14

Unoccupied Private Dwelling House Buildings Insurance Certificate

Meanings 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.

| | |
|--------------------------------------|--|
| 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 . |
| Endorsement | A change in the terms and conditions of this insurance. |
| 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 private dwelling, garage and outbuildings used for domestic purposes only, all at the situation of the premises shown in the schedule . |
| Period of insurance | The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium. |
| Premises | The address which is named in the schedule . |
| Sanitary Ware | Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels. |
| Schedule | The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply. |
| Settlement | The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building . |
| Standard Construction | Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete. |
| Subsidence | The downward movement within the ground independent of the building load. |
| Unoccupied | Not lived in by you or by a person authorised by you . |
| We / us / our | Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited. |
| You / your / insured | The person or persons named in the schedule and all members of their family who permanently live at the premises . |
| Your broker/insurance adviser | Alan B Kidd & Co Ltd. |

General Conditions applicable to the whole of this insurance

These apply to all sections and endorsements

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

Your duties

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

1. **You** will take any reasonable steps to protect the property insured 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 adviser. 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 referred 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 representative 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.
7. **We** have the right to the salvage of any insured property.
8. **You** may not, without our consent, abandon any property to **us**.
9. **You** must not admit, deny, negotiate or settle a claim without **our** written consent.
10. **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.
11. If at the time of a claim there is any other certificate covering anything insured by this certificate **we** will be liable only for **our** proportionate share.

CERTIFICATE CONDITIONS

1. Contractor's exclusion clause

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

2. Excess clause

The excess amount shown in the **schedule** will be deducted from each and every incident of loss.

3. Inspection clause

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

4. Water Tanks and Central Heating Systems

It is a condition of this insurance that all water tanks and central heating systems are drained and stopcocks turned off at the mains.

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

CERTIFICATE EXCEPTIONS

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 insurance 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 nationalization 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:

- i. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss.
- ii. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - b. 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 recognize the date change to the year 2000 or any other date change.

5. Biological, Chemical, or Nuclear Contamination Exclusion Endorsement

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 or any consequential loss;
2. any legal liability of whatsoever nature;
3. death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological, Chemical, or Nuclear contamination due to or arising from:
 - a) terrorism; and/or
 - b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purpose of this endorsement, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

6. Electronic Data Endorsement

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

This insurance 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 whatever 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 usable 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.

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

Listed Perils

Fire

Explosion

7. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Certificate 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

Certificate 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 Certificate does not insure any amount pertaining to the value of such ELECTRONIC DATA to the **insured** or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

MAKING A CLAIM

These apply to all sections and endorsements

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

Tell Alan B Kidd & Co Ltd as soon as possible by telephone or letter that **you** wish to claim. Alan B Kidd & Co Ltd will send a claim form which **you** must complete and return with any supporting evidence required within 30 days of the incident.

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 can go ahead and get the work done.

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

Upon learning of any circumstances likely to give rise to a claim **you** must:

- give **us** all the help and information that **we** may reasonably require,
- immediately tell the Gardai if loss or damage is caused by, malicious people or vandals, 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.

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.

Buildings

| What is covered | What is not covered |
|--|--|
| This insurance covers | We will not pay |
| 1. fire, lightning, explosion, smoke or earthquake | for loss or damage due to any gradually operating cause, the excess as shown in the schedule for each incident of loss or damage, |
| 2. storm or flood We will also pay the cost of removing any fallen trees or branches which cause damage to the buildings | for damage caused by frost, subsidence , ground heave or landslip, damages to gates, fences or hedges, the excess as shown in the schedule for each incident of loss or damage. |
| 3. subsidence or ground heave of the site on which the buildings stand or landslip. | for damage in respect of purpose built apartment blocks, for destruction or damage: 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, walls, gates, fences, terraces, drives, patios, paths, hard tennis courts, swimming pools, unless, liability is admitted under the certificate for damage to the home from the same cause occurring at the same time, to floor slabs unless, liability is admitted under the certificate for damage to the walls of the home from the same cause occurring at the same time, associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise, if any part of the buildings suffered previous damage by subsidence , ground heave or landslip unless same has been disclosed to and accepted by us , the excess as shown in the schedule for each incident of loss or damage. |
| 4. Vandals or Malicious people | for damage caused by someone lawfully on the premises, for damage caused by escape of water, the excess as shown in the schedule for each incident of loss or damage. |

Buildings

| What is covered | What is not covered |
|---|---|
| <p>5. Any amounts which you, as owner of the premises, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes bodily injury to a person or damage to property</p> <p>The most we will pay for any claim or claims arising from one event €2,600,000 plus costs agreed by us in writing</p> | <p>Liability arising directly or indirectly from:</p> <p>an agreement which imposes a liability which you would not otherwise have been under, The occupation of the premises , any business, profession, or trade.</p> <p>Liability for:</p> <p>bodily injury to a member of your household,</p> <p>bodily injury to a person under a contract of service or apprenticeship with you or as member of your family.</p> <p>Damage to property owned or held in trust by or in the custody or control of you or a member of your household.</p> <p>In respect of any kind of pollution and/or contamination other than:</p> <p>caused by sudden identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during period of insurance at the premises named in the schedule; and</p> <p>reported to us no later than 30 days from the end of the period of insurance;</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>6. Expenses you have to pay in respect of fire brigade charges which you are liable to pay following attendance by the fire brigade at the premises shown in the schedule, following loss or damage to the buildings which is covered under section one</p> | <p>more than €2,000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than €2,000 in total.</p> |

Settling Claims How we deal with your claim

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 **building** as new
- the **buildings** are in a poor state of repair or decoration repair.

We will not pay the cost of replacing any un-damaged 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.

Underinsurance

If the sum 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 of 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.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule** and in respect of property owners liability €2,600,000 in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

ENDORSEMENTS

1. Non Standard Construction Clause

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

2. Your bank or building societies interest clause

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

3. Subsidence Exclusion Clause

Subsidence or heave of the site upon which the buildings stand or landslip as stated under item 3 is not covered under this insurance.

4. 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.

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

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

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

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