cqvercentre

# HOMESHIELD HOLIDAY HOME POLICY

(Underwritten by Zurich Insurance plc)

# The Contract of Insurance

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

Your Home Insurance contract consists of two documents:

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

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

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

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

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

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

Ken Norarove

Chief Executive Officer Ireland ZURICH

### **Meaning of Words**

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

Bodily injury - Death, injury, illness or disease.

Buildings - The home, landlord's fixtures and fittings on or in the home, walls, gates, fences, hedges terraces, patios, drives, paths, tennis hard courts and swimming pools, all at the situation of the premises shown in the schedule.

**Contents** - Household goods, personal belongings (including valuable property), collections of stamps, coins or medals up to  $\in$ 1,000, tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to  $\in$ 1,000) on or in the **home**, all belonging to or the legal responsibility of **you** or a member of your **household**.

Unless otherwise stated on the schedule the maximum cover in respect of contents of garages or domestic outbuildings is €3,000 in any one period of insurance.

The following property is not included as contents:

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

Family - Your relatives (including your partner and all children) permanently living with you. .

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

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

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

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

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

Home - The private dwelling, garage and outbuildings used as holiday accommodation only, all at the situation of the premises shown in the schedule.

Household - Your family and domestic staff permanently living in with you.

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

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

Premises - The Insured Property shown on the schedule comprising of the **buildings** and the land within the boundaries belonging to them not exceeding two acres in area. Settlement - The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

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

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

Unoccupied – Not stayed in overnight by a member of your household or any other person authorised by you.

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

We or us - Zurich Insurance plc.

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

# Section A – Buildings and Contents

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

Other than 'What is not insured', the **buildings** and **contents** are insured for the amounts shown in the schedule against loss or damage caused by the events in paragraphs 1 – 11 and paragraph 12 if the cover is shown as included on the schedule.

Wł	HAT IS INSURED	WHAT IS NOT INSURED
1.	Fire, smoke, lightning, explosion or earthquake.	<ul><li>Smoke damage caused by:</li><li>agricultural or industrial operations, any gradually operating cause, or smog.</li></ul>
2.	Storm or <b>flood</b> .	<ul> <li>Loss or damage:</li> <li>caused by frost, subsidence, ground heave or landslip,</li> <li>to gates, fences or hedges,</li> <li>due to wear and tear or gradual deterioration.</li> <li>to roofs constructed with torch-on, mineral or other felt exceeding 10 years of age,</li> <li>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings.</li> </ul>
3.	Subsidence or ground heave of the site on which the buildings stand or landslip.	<ul> <li>Loss or damage in respect of apartment blocks (purpose built or converted).</li> <li>Loss or Damage:</li> <li>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,</li> <li>caused by building on made-up ground or filled-in land, or caused by tunnelling work</li> <li>to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts or swimming pools unless liability is admitted under the policy for loss or damage to the home from the same cause occurring at the same time,</li> <li>to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause,</li> <li>to contents unless the home is damaged at the same time by the same cause</li> <li>associated with such causes arising prior to the inception of this policy.</li> <li>Loss or damage if any part of the buildings suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</li> <li>The Subsidence Excess shown on the schedule applies to this cover.</li> </ul>
4.	Stealing or attempted stealing.	<ul> <li>Loss or damage:</li> <li>while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force,</li> <li>caused by a member of the household other than domestic staff.</li> <li>while the home is unfurnished.</li> </ul>
5.	Riot, civil, labour or political disturbance.	
6.	Vandals or malicious people.	<ul> <li>Loss or damage caused:</li> <li>by someone lawfully on the premises,</li> <li>while the home is unfurnished.</li> </ul>
7.	Escape of water from or the bursting of any fixed domestic water or heating installation. <b>We</b> will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank NOTE: This cover is additionally subject to the Special Winter Condition for <b>Unoccupied</b> Properties	<ul> <li>Loss or damage:</li> <li>while the home is unfurnished.</li> <li>to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration.</li> <li>to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> <li>Loss or damage from subsidence, ground heave or landslip that results from escape of water The Water Damage Excess shown on the schedule applies to this cover.</li> </ul>
8.	Escape of oil from any fixed domestic heating installation.	<ul> <li>Loss or damage:</li> <li>while the home is unfurnished.</li> <li>to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.</li> </ul>
9.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets.

WH	HAT IS INSURED	WHAT IS NOT INSURED
	Falling trees or branches. Falling aerials, aerial fittings or masts	<ul> <li>Loss or damage to gates, fences or hedges.</li> <li>Damage caused by felling or lopping of trees.</li> <li>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>buildings</b>.</li> </ul>
12.	Accidental Damage. (but only if this cover is shown as Included on the Schedule) The buildings are insured against any accidental damage in addition to the events under paragraphs 1 to 11 of this section. The contents are insured while in the home against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.	<ul> <li>Contents lost in the home.</li> <li>Unexplained damage</li> <li>Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink.</li> <li>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles while being handled or actively used.</li> <li>Damage caused by or arising from: <ul> <li>wear and tear or gradual deterioration, gradually operating causes,</li> <li>misuse or breakdown</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, restoration, dismantling, renovation, decoration or breakdown,</li> <li>chewing, scratching, tearing or fouling by domestic pets belonging to you or a member of your household,</li> <li>computer viruses,</li> <li>any process of cleaning, drying, dyeing, heating or washing,</li> <li>faulty design or workmanship or the use of faulty materials,</li> <li>demolition, structural alteration or structural repair of the buildings. Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</li> </ul> </li> <li>Damage to any part of the home which is lent, let or sub-let or accommodating paying guests, unless you have notified us and the policy has been extended to cover this use</li> </ul>
13.	Fire brigade charges. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>buildings</b> or <b>contents</b> in circumstances which have given rise to a valid claim under this policy. The most <b>we</b> will pay is €1,500.	
	Rent and Alternative Accommodation. If the home is made uninhabitable by damage from any cause insured by this section, we will pay for: If you have buildings cover •rent you would have received (provided you have notified us and the policy has been extended to cover this use) •the reasonable extra cost of comparable alternative accommodation if you occupy the home If you have contents cover: •the reasonable extra cost of comparable alternative accommodation if you occupy the home, •the reasonable cost of temporary storage of furniture, •the reasonable extra cost of temporary accommodation for domestic pets, 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 for buildings or contents as applicable	
	PROVIDED BUILDINGS ARE SHOWN AS	INSURED ON THE SCHEDULE PARAGRAPHS 15 - 19 ALSO APPLY
15.	Breakage of fixed glass and sanitary ware Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <b>home</b> .	<ul> <li>Loss or damage caused:</li> <li>while the home is unfurnished.</li> <li>by vandals or malicious people lawfully on the premises.</li> </ul>
16.	Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the <b>home</b> . The most <b>we</b> will pay is €1,000	<ul> <li>Loss or damage due to wear and tear, rust or gradual deterioration.</li> <li>Loss or damage to <b>buildings</b> or <b>contents</b>.</li> </ul>

WE	IAT IS INSURED	WHAT IS NOT INSURED			
17.	Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the				
	main sewer and the <b>home</b> following the blockage of the pipe.				
	The most <b>we</b> will pay is €1,000				
18.	Liability to the public as owner of the <b>premises</b> .	Liability arising directly or indirectly from:			
	Any amounts which you, as owner of the premises, become	• an agreement which imposes a liability which <b>you</b> would not otherwise have been under,			
	legally liable to pay as compensation for an accident occurring	<ul> <li>the occupation of the premises,</li> <li>Any business, profession or trade.</li> </ul>			
	during the period of insurance which causes <b>bodily injury</b> to a person or accidental loss of or damage to property. The most <b>we</b> will pay for any one claim or number of claims arising from one cause is $\in$ 3,000,000 (This includes all costs accord by us in writing)	Liability for:			
		bodily injury to a member of your household or any other person permanently residing			
		<ul> <li>with you,</li> <li>bodily injury to a person under a contract of service or apprenticeship with you or a</li> </ul>			
	agreed by <b>us</b> in writing).	member of your <b>family</b> ,			
		Loss of or damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of your <b>household</b> or any other person permanently residing with <b>you</b> .			
19.	Trace and Access.	Loss or damage:			
	We will pay up to €1,000 to remove or replace any part of the <b>buildings</b> necessary to repair any fixed domestic water or	<ul> <li>to the item from which the escape occurred.</li> <li>while the home is unfurnished.</li> </ul>			
	heating installation where water or oil has escaped.				
	PROVIDED <b>CONTENTS</b> ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 20 - 23 ALSO APPLY				
20.	Accidental breakage while in the <b>home</b> of mirrors, plate glass	Loss or damage caused:			
	tops to furniture, fixed glass in furniture or ceramic hobs.	• while the home is unfurnished.			
		by vandals or malicious people lawfully on the <b>premises</b>			
21.	Audio, TV and video equipment.	Damage:			
	Accidental damage while in the <b>home</b> to radios, televisions, (including satellite decoding equipment) other audio or video	<ul> <li>to records, audio, video or computer discs, tapes or cassettes,</li> <li>to telephones or telephone equipment,</li> </ul>			
	equipment and computer equipment.				
The	most <b>we</b> will pay is €1,000	Any loss, damage or amount shown as not insured under paragraphs 1 to 12 of this section.			
22.	Liability to the public.	Liability arising directly or indirectly from:			
	Any amounts which <b>you</b> or a member of your <b>household</b> :	<ul> <li>an agreement which imposes a liability which you or a member of your household would not otherwise have been under,</li> </ul>			
	becomes legally liable to pay as compensation for an accident occurring in or about the <b>premises</b> during the period of	<ul> <li>ownership of any land or building,</li> </ul>			
	insurance which causes <b>bodily injury</b> to any person or loss of	<ul><li>any business, profession or trade,</li><li>racing, hunting or playing polo,</li></ul>			
	or damage to property.	wilful or malicious acts,			
	The most <b>we</b> will pay for any one claim or number of claims	<ul> <li>the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof</li> </ul>			
	arising from one cause is €3,000,000 (This includes all costs agreed by <b>us</b> in writing).	however caused,			
		• the transmission of any communicable disease, by <b>you</b> or a member of your <b>household</b> .			
	The most we will pay under this paragraph and paragraph 18	Liability arising directly or indirectly from the ownership or use of: • aircraft (except toys and models),			
combined for any one claim	combined for any one claim or number of claims arising from	mechanically propelled vehicles (except domestic garden implements used within the boundary			
	one cause is €3,000,000 (This includes all costs agreed by <b>us</b> in writing).	of the <b>premises</b> , motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),			
		• any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises			
		in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,			
		watercraft (except toys and models), sailboards or hovercraft,			
		<ul> <li>firearms (except shotguns or airguns used for sporting activities),</li> <li>animals (except horses and pets which are normally domesticated in the Republic of Ireland)</li> </ul>			
		Liability arising directly or indirectly from the ownership, possession, use or control of:			
		dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or			
		amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations,			
		horses is not covered if such ownership, possession, use or control is not in accordance with			
		Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.			
		Liability for: • bodily injury to a member of your household or any other person permanently residing with			
		you, or to a person under a contract of service or apprenticeship with you or a member of your			
		<ul><li>family,</li><li>loss or damage to property owned or held in trust by or in the custody or control of you or a</li></ul>			
		member of your household or any other person permanently residing with you			

# WHAT IS INSURED

23. Liability to domestic employees.

# WHAT IS NOT INSURED

#### Liability for:

•bodily injury to any person employed by you or a member of your family for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,

•bodily injury to any member of your family or any other person (other than domestic employees) permanently residing with you.

**Special Winter Condition for Unoccupied Properties** 

Immediately the home is unoccupied anytime from 1st November to 31st March each year then the water must be turned off at the mains (or from its supply if not on mains) and the water system and tank (but not heating system) must be drained.

Failure to comply with this condition will result in loss or damage as a result of escape of water from or the bursting of any fixed domestic water or heating installation being excluded from this insurance.

### **Special Condition – Regular Inspections**

Whenever the home is unoccupied a responsible person must be appointed to supervise and inspect the Holiday Home regularly (at least once a month). These inspections must check for damage or faults and make sure that:

all outside doors are securely locked

all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay

Any damage or faults discovered during an inspection must be repaired and/or remedied without delay.

# Settling claims

# Buildings and Contents

Average Clause

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

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

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

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

#### Buildings

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 loss or 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.

If repair or reinstatement is not carried out we will pay the reduction in market value resulting from the loss or 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 12 and 'Additional costs' below is the buildings sum insured.

#### Additional costs

We will pay the necessary and reasonable expenses that you incur in reinstating the buildings following loss or 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 loss or damage unless you were given notice of the requirement before the loss or 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).

#### Mortgagees clause

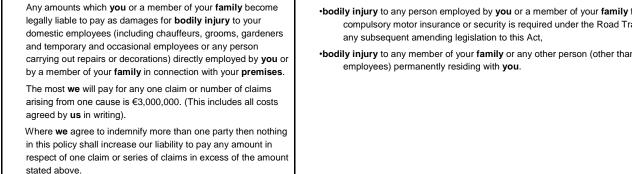
The interest of the mortgagee shall not be prejudiced by any act or neglect by you, your household or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall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

#### More than one home

When more than one home is insured the terms and conditions of the policy shall apply as if each is separately 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/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.



## Contents

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

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

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

# **Policy Conditions**

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

- 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 Policy knowing the claim to be false, we will not pay the claim and all cover under the Policy ceases.
- 3. (a) We have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to you the amount of premium in respect of the unexpired period of insurance.
  - (b) You have the right to cancel the Policy or any section or part of it by giving us notice in writing. We will return to you the amount of premium in respect of the unexpired period of insurance less any applicable administration charge. However, no return of premium will be allowed if you have made a claim during the current period of insurance.
- 4. If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by you and us in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
- 5. If you die we will insure your legal personal representatives for any liability you had previously incurred under the Policy provided they keep to the terms of the Policy.
- 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 Policy until we have agreed in writing to accept the increased risk.
- 7. Upon learning of any circumstances likely to give rise to a claim **you** must:
  - tell us as soon as reasonably possible but immediately if there is riot damage,
  - give us all the help and information that we may reasonably require,
  - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to us any writ or summons or other communication you receive,
  - give full details within 30 days of the incident together with any supporting evidence that we require.
- 8. We have the right to the salvage of any insured **property**.
- 9. You may not, without our consent, abandon any property to us.
- 10. You must not admit, deny, negotiate or settle a claim without our written consent.
- 11. 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.
- 12. If at the time of a claim there is any other policy covering anything insured by this Policy we will be liable only for our proportionate share.
- 13. Where any single event results in a claim under more than one section of the Policy, the highest excess only will apply.
- 14. All monies which become payable by us under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
- 15. Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
- 16. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
- 17. For an alteration to the policy we only calculate additional premiums or return premiums where they are greater than or equal to €20. We will only charge or refund such premium provided the amount involved is greater than or equal to €20.
- 18 Inflation Protection. We will from time to time adjust the sums insured in line with changes to rebuilding costs, relevant indices and claims inflation. Any proposed changes to your sums insured will be applied monthly and updated annually at renewal when the revised sums insured will be clearly noted on your renewal notice. You should regularly review your sums Insured to satisfy yourself that they meet your requirements. We reserve the right to insist on a reasonable minimum sum Insured. We will not charge extra premium during the period of insurance but at the end of the period we will calculate the renewal premium on the revised sum insured

# **Policy Exceptions**

#### These apply to all sections and clauses

The Policy does not cover:

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

8. any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of fungi, wet or dry rot or bacteria.

9. Terrorism Exclusion Endorsement

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

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

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

# **Customer Service and Complaints Procedure**

Our aim is to provide you, our customer, with first class service at all times. If you are unhappy with our service for any reason, or have any cause for complaint, you should first contact your intermediary at the contact details shown on your schedule. If the complaint is not resolved to your satisfaction you may contact: The Complaints Officer, Cover Centre insurance Ltd., 5 Harbourmaster Place, IFSC, Dublin 1.

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

Customer Services Co-ordinator, Zurich Insurance plc, Zurich House, Ballsbridge Park, Dublin 4.Telephone (01) 667 0666.

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

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

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

# **Right of Withdrawal**

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

### **Data Protection**

We, Zurich Insurance plc and Cover Centre Insurance Ltd, will each hold your details in accordance with our Data Protection and Privacy Policies together with all applicable data protection laws and principles. Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling, pricing, reinsurance and fraud prevention) within Cover Centre Insurance Ltd, the Zurich Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's antifraud claims matching database. We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise. In assessing any claims made, we may undertake checks against publicly available information such as electoral roll, court judgments, and bankruptcy or repossessions data. We may also in certain circumstances use private investigators to investigate a claim.

We may disclose information about you to anyone to whom we transfer or may transfer our rights and duties under our arrangements with you, and by your acceptance of this policy you signify your consent to information about you held by any other party being disclosed to us in connection with the transfer to us of such party's rights and duties to you under any other insurance arrangements.

Unless you have advised us otherwise, we may share information that you provide with Cover Centre Insurance Ltd, companies within the Zurich Financial Services Group and with other companies that we establish commercial links with so we and they may contact you (by email, letter, SMS, Telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you. Please advise Zurich and/or CoverCentre if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right please write to either the Data Protection Officer, Zurich, Zurich, Zurich, Ballsbridge Park, Dublin 4, dataprotectionofficer@zurich.ie or to Data Protection Officer, CoverCentre, 5 Harbourmaster Place, IFSC, Dublin 1. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts. By providing us with your information and proceeding with this contract, you consent to all of your information being used for the purposes described.

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

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