



# Wrightway Home Protector

Home Insurance



Policy Document  
Edition 2013



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# Welcome

Your Home Insurance contract consists of two documents:

**The Policy** – This Booklet which details the extent of cover for each of the sections chosen by you and the policy conditions and exceptions.

**The schedule** – which includes details of the risk address, operative sections and clauses, the sums insured and the period of insurance.

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance plc and you, the Insured, 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 and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact your Insurance Broker or Zurich Insurance plc.

If you wish to make alterations to your Policy, they must be notified to us immediately for cover to operate. Such alterations may include the purchase of a piece of jewellery, home improvements such as an extension or the addition of a conservatory to your home.

# Emergency Assistance

When the unexpected happens, it's reassuring to know that help is at hand when you need it – that you can talk to someone who will be able to give you advice and assistance immediately.

## Emergency Helpline

Zurich, in conjunction with our assistance company provide an Emergency Helpline, to ensure that customers get the reassurance they need.

## Getting your home back in order

Whether it's a case of burst pipes, a leaking roof or lock replacements, our experienced staff will offer you immediate assistance, day or night.

- We will arrange for an approved contractor to call to your home and deal with your emergency.
- You will be required to pay a call out fee which includes 30 minutes work on-site. The contractor must provide you with a receipt.
- If additional work is required after 30 minutes on-site, then the contractor must provide you with a written estimate and explanation of the work to be carried out.
- You are responsible for instructing the contractor to complete this work. Payment for this work must be collected directly from you. Please retain any damaged materials/goods in order to substantiate any future claim.
- You can claim for the work completed by the contractor under your Home Insurance Policy. Once we are satisfied that the damage/repairs are covered by your policy, we will reimburse you for the agreed amount less any policy excess.
- The advantages to you, our customer, are:
  - faster response to your emergency
  - specially negotiated rates for your repairs or replacement of your items even if the damage is not covered under your Policy
  - help and assistance at a traumatic time.

As a Zurich customer you can avail of our 24 hour, 365 day helpline, by dialling **053 916 7100** during office hours or **1890 208 408** outside office hours. Our experienced staff will ensure that your emergency is taken care of quickly and efficiently.

# Making a Claim

## Emergency Assistance

Accidents can happen. If you are unfortunate to have an accident, you can now avail of the Emergency Helpline, **053 916 7100** during office hours or **1890 208 408** outside office hours.

## What do you do?

First, check your insurance Policy to see if the incident that has occurred is covered by your Policy. If it is, then please dial 053 916 7100 during office hours or 1890 208 408 outside office hours. We will take details of your claim and arrange for an approved contractor to call out to your home and deal with the damage that has occurred. We will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim, simply dial 053 916 7100 during office hours or 1890 208 408 outside office hours (24 hours, 365 days a year).

# Underinsurance

## Protecting your Home and Contents

The purchase of your home represents probably the largest financial investment you will make in your lifetime. It is, therefore, vitally important that you protect your investment by insuring it for the correct value.

Each year you should review the amount for which you have insured your buildings and contents. In addition, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if you have purchased additional contents, the sums insured should be increased to reflect this.

It is important that the base value of your buildings and contents are regularly reviewed.



# Home protection tips

## Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, your Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

## Fire prevention

Every year many people are killed or injured and homes are destroyed as a result of domestic fires. You can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use.
- Repair faulty wiring, frayed leads and loose plugs.
- All fires and heaters should have a secure fireguard. Never leave the room without having a guard in front of the fire.
- Chimneys should be swept at least once a year.
- Avoid careless smoking, especially in bedrooms.
- Matches should be kept well away from children.
- Close all internal doors when going to bed.
- Keep heaters away from furniture, curtains and bedclothes.
- Never move or refuel an oil or gas heater while it is lighting.
- Keep all electrical flexes off cooker rings and hobs.
- Be especially careful with chip pans, they should never be left unattended on a lighted cooker.
- You should install at least two smoke detectors in your house. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.

## Water damage

There are various weather hazards which you cannot avoid, but against which you can protect your home.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

## Burglary prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered home. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

## Before going on holidays:

If you have an automatic light switch installed, set it to operate at the times you normally switch the lights on.

- Cancel all deliveries, e.g. milk, newspapers etc.
- Ask a neighbour to pop in from time to time to check on the house and to remove post from the letterbox/porch.
- Inform your local Garda station that you will be away.
- Check that all windows and doors are securely locked.
- Set your intruder alarm, smoke detectors and other alarm systems – check that the batteries in all alarms are working.

## The Contract of Insurance

This Policy is a contract between you and us.

We will insure you under those sections shown in the schedule 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 proposal form and declaration signed by the Insured or the Statement of Facts issued to the Insured are the factual basis of the contract.

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

A handwritten signature in black ink, appearing to read 'Ken Norgrove', with a stylized flourish extending to the right.

**Ken Norgrove**

Chief Executive Officer Ireland

Zurich Insurance plc.  
Registered Office: Zurich House,  
Ballsbridge Park, Dublin 4.

# Meaning of Words

Certain words in the Policy 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 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 €260, tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650) on or in the **Home**, all belonging to or the legal responsibility of **You** or a member of your **Household**.

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

- motor vehicles, caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them,
- landlord's fixtures and fittings,
- any living creature,
- property owned or held in trust in connection with any business, profession or trade,
- **Money** of any kind,
- deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts,
- property more specifically insured or any amount that **You** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

## Credit cards

Credit, cheque, bankers or cash dispensing cards.

## Excess

The monetary amount of any claim which is not insured. This amount is shown in the relevant paragraphs of the Policy or in the schedule.

## Family

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

## Flood

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam,  
or
- (b) inundation from the sea  
whether resulting from storm or otherwise.

## 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.

## Household

Your **Family** and domestic staff permanently living in the **Home**.

## Money

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

## Premises

The **Buildings** and the land within the boundaries belonging to them.

## 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.

## Unoccupied

Not permanently lived in by **You** or by a person authorised by **You**.

## Valuable property

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. The most **We** will pay is one third of the sum insured by section B – **Contents**, but not more than €4,000 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

## Meaning of words

Words with special meanings in this section are defined on pages 10-12.

### The cover

What is insured	What is not insured
<p>The <b>Buildings</b> are insured against loss or damage caused by the events in paragraphs 1 to 11.</p>	
<p>1. Fire, smoke, lightning, explosion or earthquake.</p>	<p>Smoke damage caused by:</p> <ul style="list-style-type: none"> <li>• agricultural or industrial operations, any gradually operating cause, or smog.</li> <li>• The first €350 of each incident of loss or damage.</li> </ul>
<p>2. Storm or <b>Flood</b>.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by frost, <b>Subsidence, Ground heave</b> or landslip,</li> <li>• to gates, fences or hedges,</li> <li>• due to wear and tear or gradual deterioration.</li> </ul> <p><b>We</b> 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>. The first €350 of each incident of loss or damage.</p>

What is insured	What is not insured
<p>3. <b>Subsidence</b> or <b>Ground heave</b> of the site on which the <b>Buildings</b> stand or landslip.</p>	<p>Loss or damage in respect of apartment blocks (purpose built or converted).</p> <p>Loss or Damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>Settlement</b> 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,</li> <li>• to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts unless liability is admitted under the policy for loss or damage to the <b>Home</b> 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>• associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.</li> </ul> <p>Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence, Ground heave</b> or landslip unless same has been disclosed to and accepted by <b>Us</b>.</p> <p>The first €1,250 of each incident of loss or damage.</p>



What is insured	What is not insured
<p>4. Stealing or attempted stealing.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• 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,</li> <li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days,</li> <li>• caused by a member of the <b>Household</b> other than domestic staff.</li> </ul> <p>The first €350 of each incident of loss or damage.</p>
<p>5. Riot, civil, labour or political disturbance.</p>	<p>The first €350 of each incident of loss or damage.</p>
<p>6. Vandals or malicious people.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by someone lawfully on the <b>Premises</b>,</li> <li>• after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul> <p>The first €350 of each incident of loss or damage.</p>
<p>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.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</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 ceiling caused by the gradual leakage of ingress of water from all fixed sanitary ware units including baths and shower units.</li> </ul> <p>The first €650 of each incident of loss or damage.</p>

What is insured	What is not insured
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>• to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.</li> </ul> The first €350 of each incident of loss or damage.
9. Collision with the <b>Buildings</b> , by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets. The first €350 of each incident of loss or damage
10. Falling trees or branches.	<ul style="list-style-type: none"> <li>• Loss or damage to gates, fences or hedges.</li> <li>• Damage caused by felling or lopping of trees.</li> <li>• <b>We</b> 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> The first €350 of each incident of loss or damage.
11. Falling aerials, aerial fittings or masts.	The first €350 of each incident of loss or damage.
12. 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> .	Loss or damage caused: <ul style="list-style-type: none"> <li>• after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li> <li>• by vandals or malicious people lawfully on the <b>Premises</b>.</li> </ul> The first €350 of each incident of loss or damage.

What is insured	What is not insured
<p>13. Service pipes and cables.</p> <p>Accidental damage to cables, underground pipes or underground tanks servicing the <b>Home</b>.</p>	<ul style="list-style-type: none"> <li>Loss or damage due to wear and tear, rust or gradual deterioration.</li> </ul> <p>The first €350 of each incident of loss or damage.</p>
<p>14. Blockage of sewer pipes.</p> <p>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 first €350 of each incident of loss or damage.</p>
<p>15. Rent and Alternative Accommodation.</p> <p>If the <b>Home</b> is made uninhabitable by damage from any cause insured 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 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 20% of the sum insured by this section.</p>	

What is insured	What is not insured
<p>16. Liability to the public.</p> <p>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 period of insurance which causes <b>Bodily injury</b> to a person or accidental loss of or damage to property.</p> <p>The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>You</b> would not otherwise have been under,</li> <li>• the occupation of the <b>Premises</b>,</li> <li>• any business, profession or trade.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b> to a member of your <b>Household</b> or any other person permanently residing with <b>You</b>,</li> <li>• <b>Bodily injury</b> to a person under a contract of service or apprenticeship with <b>You</b> or a member of your <b>Family</b>,</li> <li>• 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>.</li> </ul>
<p>17. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>Buildings</b> in circumstances which have given rise to a valid claim under this policy.</p> <p>The most <b>We</b> will pay is €1,500 for <b>Buildings</b> and/or <b>Contents</b>.</p>	

What is insured	What is not insured
<p>The following only applies if the schedule shows that accidental damage to <b>Buildings</b> is included.</p> <p>18. Extended accidental damage.</p> <p>The <b>Buildings</b> are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this section.</p> <p>NOTE: Cover does not operate if the <b>Home</b> or any part of the <b>Home</b> is lent, let or sub-let.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• caused by chewing, scratching, tearing or fouling by domestic pets.</li> <li>• while any part of the <b>Home</b> is lent, let or sub-let.</li> </ul> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this section.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>19. Trace and Access.</p> <p><b>We</b> will pay up to €750 to remove or replace any part of the <b>Buildings</b> necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to the item from which the escape occurred.</li> <li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul>

## 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 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.

**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.

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 14, 18 and 'Additional costs' below is the sum insured by this section.

**We** will automatically reinstate the sum insured from the date of payment of any claim unless **We** have given **You** written notice to the contrary before payment.

## 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.

## Index-linking

**We** will automatically adjust the sum insured in line with changes in the Housebuilding Cost Index issued by the Department of the Environment.

This adjustment will:

- be subject to a minimum increase of 5%
- continue after any insured loss or damage if the repairs or reinstatement are carried out without delay.

**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.

## 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.

## Underinsurance (Average)

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.



## Section B – Contents

### Meaning of words

Words with special meanings in this section are defined on pages 10-12.

### The cover

What is insured	What is not insured
The <b>Contents</b> are insured while in the <b>Home</b> against loss or damage caused by the events in paragraphs 1 to 11.	
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"><li>• agricultural or industrial operations,</li><li>• any gradually operating cause,</li><li>• smog.</li></ul> The first €350 of each incident of loss or damage.
2. Storm or <b>Flood</b> .	Loss or damage caused by frost. The first €350 of each incident of loss or damage.

What is insured	What is not insured
<p>3. <b>Subsidence</b> or <b>Ground heave</b> of the site on which the <b>Buildings</b> stand or landslip.</p>	<p>Loss or damage in respect of apartment blocks (purpose built or converted).</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>Settlement</b> 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,</li> <li>• unless the <b>Home</b> is damaged at the same time by the same cause,</li> <li>• to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause,</li> <li>• associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.</li> </ul> <p>Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence, Ground heave</b> or landslip unless same has been disclosed to and accepted by <b>Us</b>.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• 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,</li> <li>• caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days,</li> <li>• caused by a member of your <b>Household</b> other than domestic staff.</li> </ul> <p>The first €350 of each incident of loss or damage.</p>

What is insured	What is not insured
5. Riot, civil, labour or political disturbance.	The first €350 of each incident of loss or damage.
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> <li>• by someone lawfully on the <b>Premises</b>,</li> <li>• after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.</li> </ul> The first €350 of each incident of loss or damage.
7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.  The first €650 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage caused after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days.  The first €350 of each incident of loss or damage.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by domestic pets.  The first €350 of each incident of loss or damage.
10. Falling trees or branches.	The first €350 of each incident of loss or damage.
11. Falling aerials, aerial fittings or masts.	The first €350 of each incident of loss or damage.

What is insured	What is not insured
<p>12. Breakage of glass.</p> <p>Accidental breakage while in the <b>Home</b> of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p>	<p>Damage while any part of the <b>Home</b> is lent, let or sub-let.</p> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>Home</b> is left <b>Unfurnished</b> or <b>Unoccupied</b> for more than 30 consecutive days,</li> <li>• by vandals or malicious people lawfully on the <b>Premises</b>.</li> </ul> <p>The first €350 of each incident of loss or damage.</p>
<p>13. Audio, TV and video equipment.</p> <p>Accidental damage while in the <b>Home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p>	<p>Damage:</p> <ul style="list-style-type: none"> <li>• while any part of the <b>Home</b> is lent, let or sub-let,</li> <li>• 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, or breakdown,</li> <li>• to records, audio, video or computer discs, tapes or cassettes,</li> <li>• to telephones or telephone equipment,</li> <li>• caused by computer viruses.</li> </ul> <p>The first €350 of each incident of loss or damage.</p>

What is insured	What is not insured
<p>14. <b>Personal Money.</b></p> <p>Accidental loss of or accidental damage to <b>Money</b> belonging to <b>You</b> or a member of your <b>Family</b>, anywhere in the world, up to €400.</p>	<p>Loss of <b>Money</b> from the <b>Home</b> 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>Stealing of <b>Money</b> from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery.</p> <p>Confiscation or detention by customs or other officials.</p> <p>The first €75 of each loss.</p>
<p>15. <b>Credit cards.</b></p> <p>Financial loss arising from unauthorised use following loss or theft of <b>Credit cards</b> belonging to <b>You</b> or a member of your <b>Family</b>, up to €650.</p>	<p>Unauthorised use by a member of your <b>Household</b>. Liability following breach of the terms and conditions of use.</p> <p>Confiscation or detention by customs or other officials.</p>
<p>16. <b>Freezer Contents.</b></p> <p>Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> <li>• a change in temperature of the freezer or refrigerator in the <b>Home</b>,</li> <li>• contamination by accidental escape of refrigerant or refrigerant fumes.</li> </ul> <p><b>We</b> will pay for the cost of replacing food and drink unfit for human consumption.</p> <p>The most <b>We</b> will pay is €400.</p>	<p>Deterioration resulting from the deliberate act of the supply authority.</p> <p>Any consequence of strikes, labour or political disturbances.</p> <p>The first €75 of each incident of loss or damage.</p>

What is insured	What is not insured
<p>17. <b>Contents</b> in the open.</p> <p>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 paragraph 1 and paragraphs 3 to 11 of this section.</p> <p>The most <b>We</b> will pay is €500.</p>	<p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section.</p> <p>Plants and trees.</p> <p>Loss or damage due to wear and tear, rust or gradual deterioration.</p> <p>The first €75 of each incident of loss or damage.</p>
<p>18. <b>Contents</b> temporarily removed.</p> <p>The <b>Contents</b> are insured within the <b>Geographical limits</b> while temporarily removed from the <b>Premises</b> against loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• the events insured in paragraphs 1 to 3 and 5 to 11 of this section,</li> <li>• stealing or attempted stealing from: <ul style="list-style-type: none"> <li>– 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 your <b>Household</b>,</li> <li>– within an occupied building, boat or caravan used for residential purposes or a building where <b>You</b> or a member of your <b>Family</b> are employed, engaged in your/their business or temporarily living, any other building provided entry to or exit from the building is made using violence and force.</li> </ul> </li> </ul> <p>The most <b>We</b> will pay is 15% of the sum insured by this section.</p>	<p>Loss or damage caused by storm, <b>Flood</b> or falling trees or branches while the <b>Contents</b> are in transit or in the open.</p> <p>Property removed for sale or exhibition or to a furniture depository.</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 first €350 of each incident of loss or damage.</p>

What is insured	What is not insured
<p>19. <b>Household</b> removal.</p> <p>Accidental loss of or accidental damage to the <b>Contents</b> while they are:</p> <ul style="list-style-type: none"> <li>• being moved by professional furniture removers to your new <b>Home</b> within the <b>Geographical limits</b>,</li> <li>• in temporary storage, for up to 7 days in a furniture depository.</li> </ul>	<p><b>Money</b>, gold or silver articles, jewellery or furs.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• if <b>You</b> have arranged other insurance,</li> <li>• not reported to <b>Us</b> within 7 days of delivery to the new <b>Home</b>.</li> </ul> <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>20. Accidental loss of oil or metered water.</p> <p>Loss of:</p> <ul style="list-style-type: none"> <li>• oil from a domestic heating installation,</li> <li>• metered water,</li> </ul> <p>following accidental damage to the domestic water or heating installation.</p>	<p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>21. Title deeds.</p> <p>The cost of preparing new title deeds 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 your bank for safe-keeping.</p> <p>The most <b>We</b> will pay is €650.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p>

What is insured	What is not insured
<p>22. Fatal Accidents.</p> <p>Fatal injury to <b>You</b> and/or your spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> <li>• fire, accident or assault, in the <b>Premises</b>,</li> <li>• an accident while travelling within the <b>Geographical limits</b> as a fare-paying passenger in any road or rail vehicle,</li> <li>• assault in the street within the <b>Geographical limits</b>, provided death follows within 12 months of the injury.</li> </ul> <p>The maximum amount payable by <b>Us</b> is €3,250 in respect of any one incident.</p>	
<p>23. Rent and alternative accommodation.</p> <p>If the <b>Home</b> is made uninhabitable by damage from any cause insured by this section <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>• rent which continues to be payable by <b>You</b>,</li> <li>• the reasonable extra cost of comparable alternative accommodation if <b>You</b> occupy the <b>Home</b>,</li> <li>• the reasonable cost of temporary storage of furniture,</li> <li>• the reasonable extra cost of temporary accommodation for domestic pets,</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 20% of the sum insured by this section.</p>	



What is insured	What is not insured
<p>24. Replacement of locks.</p> <p>The cost of replacing and fitting outside door locks to the <b>Home</b> if the keys of such locks are stolen.</p> <p>The most <b>We</b> will pay is €400.</p>	<p>The first €350 of each incident of loss or damage.</p>
<p>25. Tenant's liability.</p> <p>Your legal liability as tenant for loss or damage to the <b>Buildings</b> caused by an event in paragraphs 1 to 14 and 17 of section A – <b>Buildings</b>. The most <b>We</b> will pay is 10% of the sum insured by this section.</p>	<p>Any loss or damage or amount shown as not insured under paragraphs 1 to 14 of Section A – <b>Buildings</b>.</p>
<p>26. Liability to domestic employees.</p> <p>Any amounts which <b>You</b> or a member of your <b>Family</b> become legally liable to pay as damages for <b>Bodily injury</b> to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by <b>You</b> or a member of your <b>Family</b> in connection with your <b>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 number of claims arising from one cause is €2,600,000. (This includes all costs agreed by <b>Us</b> in writing).</p> <p>Where <b>We</b> agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in <b>Excess</b> of the amount stated above.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b> to any person employed by <b>You</b> or a member of your <b>Family</b> for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,</li> <li>• <b>Bodily injury</b> to any member of your <b>Family</b> or any other person permanently residing with <b>You</b>.</li> </ul>

What is insured	What is not insured
<p>27. Liability to the public. Any amounts which <b>You</b> or a member of your <b>Household</b>:</p> <ul style="list-style-type: none"> <li>• as occupier of the <b>Premises</b> or any other building, boat or caravan used as temporary holiday accommodation,</li> <li>• as private individuals anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days,</li> </ul> <p>become legally liable to pay as compensation for an accident occurring during the period of insurance 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 one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>You</b> or a member of your <b>Household</b> would not otherwise have been under,</li> <li>• ownership of any land or building,</li> <li>• any business, profession or trade,</li> <li>• racing, hunting or playing polo,</li> <li>• wilful or malicious acts,</li> <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 however caused,</li> <li>• the transmission of any communicable disease, by <b>You</b> or a member of your <b>Household</b>.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• aircraft (except toys and models),</li> <li>• mechanically propelled vehicles (except domestic garden implements used within the boundary 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),</li> <li>• 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,</li> </ul>

What is insured	What is not insured
	<ul style="list-style-type: none"> <li>• watercraft (except toys and models), sailboards or hovercraft,</li> <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> <p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> <li>• 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,</li> <li>• 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.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b> to a member of your <b>Household</b> or any other person permanently residing with <b>You</b>, or to a person under a contract of service or apprenticeship with <b>You</b> or a member of your <b>Family</b>,</li> <li>• loss 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>,</li> <li>• the first €350 of each incident of loss or damage in respect of temporary holiday accommodation.</li> </ul>

What is insured	What is not insured
<p>28. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <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 for <b>Buildings</b> and/ or <b>Contents</b>.</p>	
<p>29. Christmas gifts.</p> <p>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>30. Wedding gifts.</p> <p>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 your <b>Family</b>.</p>	<p>Losses that can be recovered under another insurance.</p>

What is insured	What is not insured
<p>The following only applies if the schedule shows that accidental damage to <b>Contents</b> is included.</p> <p>31. Extended accidental damage.</p> <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 13 of this section.</p> <p>NOTE: Cover does not operate if the <b>Home</b> or any part of the <b>Home</b> is lent, let or sub-let</p>	<p><b>Contents</b> lost in the <b>Home</b>.</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, <b>Money</b>, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</p> <p>Damage while any part of the <b>Home</b> is lent, let or 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, restoration, dismantling, renovation or breakdown,</li> <li>• chewing, scratching, tearing or fouling by domestic pets belonging to <b>You</b> or a member of your <b>Household</b>,</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 <b>Buildings</b>.</li> </ul> <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this section.</p> <p>The first €350 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,
- for floor coverings more than 12 months old where a claim arises under paragraph 36, Extended accidental damage,
- 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 pay the cost of replacing the article as new as long as the new article is as close as possible to but not an improvement on the original article when it was new.

**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.

The most **We** will pay under paragraphs 1 to 13, 16, 19, 20 and 31 is the sum insured by this section but see the limitations on pages 8 & 10 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **Valuable property**.

**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.

## Index Linking

**We** will automatically adjust the sum insured in line with changes in the Household Durable Goods Section of the Consumer Price Index issued by the Central Statistics Office.

This adjustment will:

- be subject to a minimum increase of 5%,
- continue after any insured loss or damage if the repairs or reinstatement are carried out without delay.

**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.

## Underinsurance (Average)

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.

## Section C – ‘All Risks’

### Meaning of words

Words with special meanings in this section are defined on pages 10-12.

### The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of <b>You</b> or a member of your <b>Household</b> and 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 60 days in any one period of insurance if the schedule shows that <b>You</b> have selected 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>Losses of individual charms unless soldered to the bracelet.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Musical instruments 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>Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.</p> <p>Property more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>



What is insured	What is not insured
<p><b>Item 1 – Unspecified Personal Possessions</b></p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, prams and the like and other personal possessions normally worn or carried on the person and unspecified clothing (including furs).</p> <p>The most <b>We</b> will pay for any one article, set or collection is 331/3% of the sum insured by this Item or €1,275 whichever is the less.</p>	<p>Any article insurable under sections: E – Sports Equipment or F – Pedal Cycles.</p> <p><b>Money</b> of any kind, contact lenses, dentures, camping equipment, guns or tools, mobile phones, iPods and laptops.</p> <p>Stealing of property from an unattended road vehicle unless from a locked boot.</p> <p>The first €75 of each incident of loss or damage.</p>
<p><b>Item 2 – Specified Items</b></p> <p>Specified items listed in the schedule.</p> <p>The most <b>We</b> will pay is the sum insured for the individual items.</p>	

## Settling claims

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

## Section D – Sports Equipment

### Meaning of words

Words with special meanings in this section are defined on pages 10-12.

### The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of <b>You</b> or a member of your <b>Household</b> and listed under any item in this section is insured against accidental loss or damage anywhere in the <b>Geographical limits</b> and elsewhere for 60 days in any one period of insurance if the schedule shows that <b>You</b> have selected 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 to guns by internal explosion.</p> <p>Sports 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>Property more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p>Sports equipment and clothing for those sports shown in the schedule.</p> <p>The most <b>We</b> will pay is the sum insured for the individual items.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> <li>• angling tackle while being used for shark or tunny fishing,</li> <li>• shuttlecocks and balls in play.</li> </ul> <p>Damage while in use to cricket bats, squash, badminton and tennis rackets, racket strings, golf clubs or skiing equipment.</p>

### Settling claims

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

## Section E – Pedal Cycles

### Meaning of words

Words with special meanings in this section are defined on pages 10-12.

### The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of <b>You</b> or a member of your <b>Household</b> and listed under any item in this section is insured against accidental loss or damage anywhere in the <b>Geographical limits</b> and elsewhere for 60 days in any one period of insurance if the schedule shows that <b>You</b> have selected this section.</p>	<p>This applies to all items of this section. 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, 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 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 schedule.</p> <p>The most <b>We</b> will pay is the sum insured for the individual items.</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 trials.</p> <p>Theft of a pedal cycle outside the <b>Home</b> unless from a locked building or immobilised by a security device.</p> <p>The first €75 of each incident of loss or damage.</p>

### Settling claims

**We** will pay the full cost of replacement as new or repair of the article lost or damaged or at our option **We** will replace the article or arrange for its repair. If **You** do not replace the article which is lost or damaged beyond economical repair **We** will pay the resale market value only.

## Section F – Trailer Caravans

### Meaning of words

Words with special meanings in this section are defined on pages 10-12.

### The cover

What is insured	What is not insured
<p>1. <b>We</b> insure the property shown in the schedule belonging to or the legal responsibility of <b>You</b> or a member of your <b>Household</b> against accidental loss or damage while:</p> <ul style="list-style-type: none"> <li>• in the Republic of Ireland and the United Kingdom including transit by sea,</li> <li>• in the continent of Europe for 60 days in anyone period of insurance including transit by sea.</li> </ul>	<p>This applies to both 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>Loss or damage while the caravan:</p> <ul style="list-style-type: none"> <li>• is let for hire or reward or used as a permanent residence,</li> <li>• is being used other than for social, domestic or pleasure purposes.</li> </ul> <p>Loss or damage by storm or <b>Flood</b> unless the caravan is anchored at each corner of the chassis by chains or wire hawsers to standard anchorage screws except:</p> <ul style="list-style-type: none"> <li>• when the caravan is being towed or is temporarily detached during the course of a journey,</li> <li>• when the caravan is laid up at the Insured's permanent residence either under cover or otherwise reasonably protected from high winds.</li> </ul>

What is insured	What is not insured
	<p>Property more specifically insured or any amount that <b>You</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>The first €350 of each incident of loss or damage.</p>
<p><b>Item 1.</b> The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan.</p> <p>The most <b>We</b> will pay is the sum insured by this item.</p>	<p>Damage to tyres by road punctures, cuts or bursts. Loss of or damage to awnings by storm or <b>Flood</b>.</p>
<p><b>Item 2.</b> Personal possessions while in the caravan or awning or in the vehicle towing the caravan. The most <b>We</b> will pay for any one article, set or collection is €130.</p> <p>The most <b>We</b> will pay in total is the sum insured by this Item.</p>	<p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or <b>Money</b>.</p>
<p>2. <b>We</b> will pay the reasonable cost of protecting and removing the caravan to the nearest specialist repairers if it is disabled through damage insured by this section.</p>	
<p>3. <b>We</b> will pay the reasonable cost of delivering the caravan after such repair to your <b>Home</b>.</p>	
<p>4. <b>We</b> will pay the necessary cost of dismantling or removing the debris of the caravan if it is damaged by an event insured by this section.</p> <p>The most <b>We</b> will pay is 5% of the sum insured by paragraph 1, Item 1 of this section.</p>	

What is insured	What is not insured
<p>5. Any amounts which <b>You</b> or a member of your <b>Household</b> become legally liable to pay as compensation for an accident caused by, through, or in connection with, the caravan and its equipment, which results in <b>Bodily injury</b> to a person or loss of or damage to property.</p> <p>The accident must occur during the period of insurance.</p> <p>The most <b>We</b> will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by <b>Us</b> in writing.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which <b>You</b> or a member of your <b>Household</b> would not otherwise have been under.</p> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b> to a member of your <b>Household</b> or to a person under contract of service or apprenticeship with <b>You</b> or a member of your <b>Family</b>,</li> <li>• an accident caused directly or indirectly by a vehicle towing a caravan or by the caravan or its equipment while being towed.</li> </ul> <p>Liability while the caravan:</p> <ul style="list-style-type: none"> <li>• is let for hire or reward,</li> <li>• is being used other than for social, domestic or pleasure purposes.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of any trailer caravan 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.</p>

## Settling claims

### Item 1

**We** will pay the cost of replacement or repair of the property lost or damaged, or at our option replace the **property** or arrange for the repair work to be carried out, after taking off an amount for wear and tear. If to our knowledge the property is the subject of a hire-purchase or leasing agreement and **You** do not replace or repair the property that is lost or damaged **We** will make any payment to the owner. The owner's receipt will be a full and final discharge of our liability under this Item.

## Underinsurance

If the sum insured on the caravan and its equipment at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear) **You** shall be considered as being your own insurer for the difference and **We** will pay only the proportion of the loss or damage which the sum insured bears to such cost.

## Item 2

**We** will pay the full cost of replacement as new or repair of the **property** lost or damaged or at our option **We** will replace the **property** or arrange for repair work to be carried out.

However, **We** will take off an amount for wear and tear:

- for clothing and linen,
- if at the time of the loss or damage the sum insured does not represent the full cost of replacement of all the **property** insured as new after allowing for deterioration of clothing and linen,
- if **You** do not repair or replace the **property**.

## Underinsurance

If the sum insured on personal possessions in the caravan or awning or in the vehicle towing the caravan at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear in respect of clothing and linen) **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 loss.

If it is necessary to make an allowance 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.

# Policy Conditions

These apply to **Section A** to **Section I**

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. However, no return of premium will be allowed if **You** have made a claim during the current period of insurance. If **You** cancel the Policy during the first period of insurance, **We** will deduct an administration charge from any return of premium.
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. **You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.



9. **We** have the right to the salvage of any insured **property**.
10. **You** may not, without our consent, abandon any **property** to **Us**.
11. **You** must not admit, deny, negotiate or settle a claim without our written consent.
12. **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.
13. If at the time of a claim there is any other policy covering anything insured by this Policy (except as provided under section C) **We** will be liable only for our proportionate share.
14. Where any single event results in a claim under more than one section of the Policy, the highest **Excess** only will apply.
15. 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.
16. 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.
17. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
18. If an alteration to the policy results in an additional premium due to the insurer, **We** will only charge such premium if the amount involved is greater than €10.

# 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. 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 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**.

# Policy Endorsements

The following apply only if they are mentioned in the schedule.

## 1. Hotel/Motel (Jewellery) Clause

This insurance does not cover loss of or damage to jewellery whilst on the **Premises** of hotels or motels unless it is being worn by **You**, or is contained in a locked safe or vault.

## 2. Alarm Condition

It is a condition precedent to Liability that:

- The intruder alarm, which **We** have details of must be used overnight and when no authorised person is in the **Buildings**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **Us**.
- Any fault brought to your notice must be corrected immediately. Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond your control.
- **You** must not alter the intruder alarm systems without telling **Us**.
- **You** must immediately tell the intruder alarm installer and **Us** if the Police withdraw response to alarm calls.

## 3. Safe Warranty

This insurance does not cover theft in respect of jewellery from the **Home** unless the jewellery is kept in a locked safe whilst not being worn.

## 4. 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 **Home**.

## 5. Climatic Condition Clause

The insurance does not cover:

- a) loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and
- b) if musical instruments are insured hereunder, breakage of strings, reeds or drum heads from any cause.

## 6. Musical Instruments Clause

This insurance provides cover against loss or damage to the musical instruments specified in the schedule, but does not cover:

- loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching or denting,
- any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes,
- breakage of strings, reeds or drum heads
- any loss or damage caused by cleaning or repairing or atmospheric conditions.
- Theft from any building or **Premises** is excluded unless force, resulting in damage to the building or **Premises**, was used to gain entry
- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the instrument is left unattended
- Theft of the equipment from any unattended motor vehicle is excluded unless, the instrument is concealed in a locked boot and all the vehicles security systems have been activated.

## 7. Theft Limitation Clause

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

## 8. Non-Standard Construction Clause

It is agreed that the **Home** is not of standard construction.

## 9. Protections Condition (Minimum security clause)

This insurance does not cover theft from the private dwelling of the **Home** unless the under noted minimum protections are fitted.

- All external doors are fitted with a rim lock with deadlock bolt action or a 5 lever mortise deadlock or, if the door is UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder.
- Patio or French Doors must be secured by a multi-point locking system with a lever or cylinder deadlock; or other key-operated vertical security bolts fitted internally at the top and bottom.
- All ground floor and other accessible opening windows are fitted with key operated security locks.
- All garages and outbuildings are fitted with locks and / or padlocks

## 10. Subsidence, Heave or Landslip Exclusion Clause

**Subsidence** or heave of the site upon which the **Buildings** stand or landslip as shown in Peril 3 of Sections A **Buildings** and Section B **Contents** is not covered by this insurance.

## 11. Flood Exclusion Clause

Section one (**Buildings**) and Section B (**Contents**) of this insurance do not cover loss or damage caused by flood.

## 12. Contractors Exclusion Clause

The insurance excludes loss, damage or liability arising out of the activities of contractors.

## 13. Business Use Clause

In return for the payment of an extra premium Section A (16) and Section B (27) extends to include your legal liability, as defined in that section, for using the **Home** for the business purposes which are detailed in the schedule. However, **We** will not cover any liability arising out of advice given or services rendered in respect of your profession, occupation, business or employment.

## 14. Mortgagee's Interest Clause

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Buildings** hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

## 15. Protection Maintenance Clause

It is a condition precedent to our liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without our consent.

## 16. Automobile and Vehicle Clause

This insurance does not cover theft or disappearance from road vehicles of every description owned by **You** or under your control or the control of your staff or agents or representatives whilst such vehicles are unattended.

## 17. Unoccupancy Clause

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- The **Contents** under Section B (if included in your schedule) are restricted to **Household** goods, furniture, furnishings and appliances.
- **You** will be responsible for the first €300 of every claim.
- It is a condition precedent to our liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without our consent.
- Valuables and Personal Belongings cover under Section C (if included in your schedule) excludes cover for theft from the **Home**.

## 19. Flat Roof Water Ingress Clause

We will not pay for any loss or damage arising as a result of water leaking through your flat roof, unless the loss or damage is caused by an insured event.

## 21. Buildings used partly for business, profession or trade

The **Buildings** will include those areas which have been declared to **Us** as being used in connection with your business, profession or trade.

## 22. Settings Warranty

We will not provide any cover under Section C Valuables and Personal Possessions for loss or damage to stones or repairs to settings, unless the jewellery has been examined at least once every 2 years by a competent jeweller. We need written confirmation from the jeweller that all settings are in good order.

## 23. Work being carried out on property

We will not cover loss, damage or liability arising from property which is being worked upon.

## 26. Contents Whilst at University/College

Section B **Contents** is extended to cover **Contents** up to the value of €3,000 in total (with the limit for any one item being €750) belonging to a member of your **Family** who is away at university /college during term time but who usually resident at **Home**. Theft is not covered unless by forcible or violent entry.

## 28. Let Property Clause

It is warranted that whilst the risk address is to be let, the following conditions will apply:

- a) Tenancy agreements for 6 months and over must be in force at all times along with suitable references.
- b) A further €200 **Excess** applies in addition to any other standard policy excesses.
- c) Let to Professionals only and all Local and National Authority regulations are complied with.
- d) Clause 17 will apply automatically once the **Home** has been **Unoccupied** for more than 14 days.
- e) Loss or damage caused by a deliberate act of any Occupant or their guests is excluded.
- f) This insurance does not cover theft or attempted theft from the **Home** other than as a result of forcible and violent entry.
- g) If your **Home** becomes **Unoccupied** or there is a change in tenant, **You** must tell **Us** immediately and **We** may adjust the premium and / or terms of your cover.

## 29. Computer Systems Records Exclusion Clause

This insurance does not cover loss of or damage to computer systems records.

## 33. Tools Clause

Section C Valuables and Personal Possessions of this insurance extends to provide cover on tools but does not cover:

- losses from motor vehicles unless said vehicle is stolen at the same time,
- theft from your garage/**Premises** unless following forcible and violent entry, breakage whilst in use.
- any single article in **Excess** of €300.
- Any tools used for professional purposes or in connection with a trade or business.

Territorial Limits – Republic of Ireland.

## 37. Limitation to Cover Clause

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal Liability only, in respect of the **Premises** as stated in the schedule.



## 39. Unoccupied Property Up For Sale (Furnished Properties)

It is warranted that, in addition to the terms and exclusions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- The **Home** must be inspected at least once every 7 days by a responsible adult.
- Theft cover is restricted to forcible and violent entry.
- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- An **Excess** of €300 applies for all claims caused by storm, **Flood**, theft and malicious damage.
- The **Contents** under Section B (if included in your schedule) are restricted to **Household** goods, furniture and furnishings and appliances.
- Valuables and Personal Belongings cover under Section C (if included in your schedule) excludes cover for theft from the **Home**.
- It is a condition precedent to liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without our consent

## 40. Unoccupied Property Up For Sale (Unfurnished Properties)

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal liability only, in respect of the **Premises** as stated in the schedule. Subject to your compliance with the following:

- All protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without our consent
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- **You** will be responsible for the first €300 of every claim.

In the event of this policy being cancelled a return premium will be made to **You** for the unexpired period of insurance, except where the policy is cancelled within six months of inception when **We** will retain a minimum of six months premium. If a claim is paid during this insured period then no return premium will be given.

## 42. Holiday Homes Used For Family Use (Furnished)

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- a) Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- b) The **Home** must be inspected at least once a month by a responsible adult.
- c) The **Contents** are restricted to **Household** goods, furniture and furnishings and appliances.
- d) **You** will be responsible for the first €300 of every claim.
- e) All protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without our consent.

## 43. Flat Roof Clause

In respect of Section A **Buildings**, event 2 Storm or **Flood** – under what is not covered, the following is added:

- the first €300 of every claim for loss or damage to flat roofed areas of the **Buildings**.
- flat roofs which have not been recovered within the last 12 years.
- loss or damage arising as a result of water leaking through your flat roof, unless the loss or damage is caused by an insured event.

## 49. High Value Jewellery / Watch Clause

This insurance does not cover theft or disappearance of your specified jewellery and / or watch(es) unless:

- being worn or
- deposited in a bank or locked safe or hotel/motel safe or
- carried by hand or is under your personal supervision.

## 56. Heating Warranty

It is warranted the water system are turned off and drained between 1st November and 31st March annually or that the central heating system is maintained at a minimum temperature of 65 degrees Fahrenheit.

## 84. Laptop Computer Clause

Cover in respect of Section C, Valuables and Personal Possessions, is extended to include the electronic equipment (s) specified in the schedule subject to the following additional terms and conditions:

- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the electronic equipment is left unattended
- Thefts of the equipment from any unattended motor vehicle are excluded unless, the equipment is concealed in a locked boot and all the vehicles security systems have been activated.
- Theft from any building or **Premises** is excluded unless force, resulting in damage to the building or **Premises**, was used to gain entry
- Loss of or damage to accessories of any kind is not covered
- The theft, loss or disappearance must be reported to the police within 24hrs
- Any loss of or damage to information or data or software contained in or stored on the electronic equipment whether arising as a result of a claim paid by this insurance or otherwise is specifically excluded.

Subject also to the terms and exclusions as stated within the policy.

## Complaints Procedure

At Wrightway Underwriting Ltd, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, you should in the first instance contact your insurance broker who arranged the policy on your behalf.

If the complaint is not resolved to your satisfaction you should contact The General Manager, Wrightway Underwriting Ltd, Limekiln House, Drinagh, Co. Wexford. Telephone (053) 9167100.

If the complaint is still not resolved to your satisfaction, you should write to the Chief Executive Officer, Zurich, Zurich House, Ballsbridge Park, Dublin 4. Telephone (01) 6670666, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau,  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2.  
Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland,  
PO Box 559,  
Dame Street, Dublin 2.  
Lo-Call: 1890 77 77 77
- (iii) 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.

# Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

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

We may share with our agents and service providers, members of the Zurich Insurance Group Ltd, 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 anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

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

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

Please email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie) or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

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

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website [www.zurichinsurance.ie](http://www.zurichinsurance.ie) or requested by writing to our Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. Alternatively you can email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)

## Part 2

# Family Legal Protection

## Introduction

**This Section is underwritten by DAS Legal Expenses Insurance Company Limited (DAS).**

### How DAS can help

Once you have sent DAS the details of your claim and DAS have accepted it, DAS will start to resolve your legal problem.

To make a claim under this Section, please write to DAS with full details as soon as possible. DAS can send you a claim form to help you do this if you telephone 01 670 7470.

As a member of the Irish Insurance Federation DAS subscribes to the IIF Codes of Practice. These codes set down the requirements insurers must meet when dealing with customers. You can see the codes on the internet at [www.iif.ie/consumer](http://www.iif.ie/consumer). If you would like to receive a written copy please write to DAS or the IIF.

### Send your claim to:

DAS Legal Expenses Insurance Company Limited, 12 Duke Lane, Dublin 2.

Claims are usually handled by a representative appointed by DAS, but sometimes DAS will handle claims themselves. Claims outside the Republic of Ireland may be dealt with by other DAS offices elsewhere in Europe.

You can phone DAS at anytime on 1850 670 747 if you wish to use any of the helpline services.

### When DAS cannot help

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, DAS will not pay the costs involved even if the claim is accepted.

## Problems

DAS will always try to give you a quality service. If you think DAS have let you down, DAS have internal complaint-handling procedures. A copy of these is available on request. Please address all complaints to the Managing Director at Head Office who will direct the complaint to the head of the relevant department(s).

### **Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. DAS has websites at [www.das.ie](http://www.das.ie) and [www.das.co.uk](http://www.das.co.uk)

If you are still not happy, you can contact the Financial Services Ombudsman's Bureau at 32 Upper Merrion Street, Dublin 2. (if you use these services it does not affect your right to take legal action.)

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business rules. The regulatory system which applies in Ireland is different to that which applies in the UK.

## Definitions

### We, Us, Our

DAS Legal Expenses Insurance Company Limited.

### You, Your

The person who has taken out this Section of the policy.

### Insured Person

You, and any member of Your family who always lives with You. Anyone claiming under this Section must have Your agreement to claim.

### Representative

The lawyer, accountant or other suitably qualified person who has been appointed by Us to act for an Insured Person in accordance with the terms of this Section.

### Period of Insurance

The period for which We have agreed to cover an Insured Person.

### Date of Occurrence

- (a) for civil cases (except under Insured Incident 5, Tax Protection), the Date of Occurrence is the date of the event which may lead to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events.
- (b) for criminal cases, the Date of Occurrence is when the Insured Person began, or is alleged to have begun, to break the criminal law in question.
- (c) under Insured Incident 5, Tax Protection, the Date of Occurrence is when the Revenue Commissioner first notifies the Insured Person in writing of their intention to make enquiries.



## Costs and Expenses

- (a) Legal Costs – all reasonable and necessary costs chargeable by the Representative on a party/party basis.
- (b) Accountant's Costs – all reasonable and necessary costs reasonably incurred by the Representative.
- (c) Opponents' Costs – costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with Our agreement.

## Territorial Limit

For Insured Incidents 2 Contract Disputes and 3 Bodily injury the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other Insured Incidents

The Republic of Ireland.

## Revenue Audit

An examination by the Revenue of an Insured Person's self assessment return for income tax or capital gains tax.

## Cover

This Section covers the Insured Person. We agree to provide the insurance in this Section, as long as:

- (a) the premium has been paid; and
- (b) the Date of Occurrence of the Insured Incident is during the Period of Insurance and within the Territorial Limit; and
- (c) any legal proceedings will be dealt with by a court, or other body which We agree to, in the Territorial Limit; and
- (d) for civil claims, it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which We have agreed to) or make a successful defence.

If a Representative is appointed by Us, We will pay Costs and Expenses for Insured Incidents under this Section.

For Insured Incident 3 Bodily injury claims, We will pay the application fee required by the Personal Injuries Assessment Board (PIAB).

For all Insured Incidents, We will help in appealing or defending an appeal as long as the Insured Person tells Us within the time limits allowed that they want Us to appeal. Before We pay the Costs and Expenses for appeals, We must agree that it is always more likely than not that the appeal will be successful.

The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

# Insured Incidents

What is insured	What is not insured
<p>1    Employment Disputes</p> <p>We will negotiate for the Insured Person's legal rights in a dispute arising from their contract of employment for their work as an employee.</p>	<p>Costs and Expenses for:</p> <ul style="list-style-type: none"> <li>(1) disciplinary hearings or internal grievance procedures;</li> <li>(2) any claim relating solely to personal injury.</li> </ul>
<p>2    Contract Disputes</p> <p>We will negotiate for:</p> <ul style="list-style-type: none"> <li>(1) an Insured Person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an Insured Person has entered into for: <ul style="list-style-type: none"> <li>(a) the buying or hiring in of any goods or services; or</li> <li>(b) the selling of any goods.</li> </ul> </li> <li>(2) Your legal rights in a contractual dispute or for misrepresentation arising from agreement which You have entered into for the buying or selling of Your principal home.</li> </ul>	<p>Contracts where:</p> <ul style="list-style-type: none"> <li>(i) the Insured Person has entered into the agreement or alleged agreement prior to the commencement of cover under this Section;</li> <li>(ii) the amount in dispute is less than €150.</li> </ul> <p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(1) a contract regarding an Insured Person's trade, profession, employment or any business venture;</li> <li>(2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);</li> <li>(3) a contract involving a motor vehicle;</li> <li>(4) the settlement payable under an insurance policy (We will negotiate if Your insurer refuses Your claim, but not for a dispute over the amount of the claim);</li> <li>(5) a dispute arising from any loan, mortgage, pension, investment or borrowing.</li> </ul>

What is insured	What is not insured
<p>3 Bodily injury</p> <p>We will negotiate for the Insured Person's legal rights in a claim against a party who causes the death of, or bodily injury to, the Insured Person. This includes helping the Insured Person to register their claim with the Personal Injuries Assessment Board (PIAB).</p>	<p>1 Any claim relating to:</p> <ul style="list-style-type: none"> <li>(1) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident;</li> <li>(2) deep vein thrombosis or its symptoms that result from an Insured Person travelling by air;</li> <li>(3) defending an Insured Person's legal rights, but defending a counter-claim is covered;</li> <li>(4) the Insured Person driving a motor vehicle.</li> </ul> <p>2 The cost of obtaining a medical report when registering a claim with the PIAB.</p>

What is insured	What is not insured
<p>4 Property Protection</p> <p>We will negotiate for the Insured Person's legal rights in a civil action relating to material property (including Your principal home) which is owned by the Insured Person or for which the Insured Person is responsible, following:</p> <ul style="list-style-type: none"> <li>(1) an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than €150; or</li> <li>(2) any nuisance or trespass.</li> </ul>	<ul style="list-style-type: none"> <li>1 Any claim relating to: <ul style="list-style-type: none"> <li>(1) a contract entered into by an Insured Person;</li> <li>(2) any building or land other than Your principal home;</li> <li>(3) someone legally taking an Insured Person's material property from them, whether the Insured Person is offered money or not, or restrictions or controls placed on an Insured Person's material property by any government or public or local authority unless the claim is for accidental physical damage;</li> <li>(4) work done by any government or public or local authority unless the claim is for accidental physical damage;</li> <li>(5) a motor vehicle owned or used by, or hired or leased to an Insured Person;</li> <li>(6) mining subsidence.</li> </ul> </li> <li>2 Defending a claim under Insured Incident 4 (1) but defending a counter-claim is covered.</li> <li>3 The first €350 of any claim for nuisance or trespass. This is payable as soon as We accept the claim.</li> <li>4 In respect of Insured Incident 4 (1), any claim where the amount in dispute is less than €150.</li> </ul>

What is insured	What is not insured
<p>5 Tax Protection</p> <p>We will negotiate for an Insured Person and represent them throughout a Revenue Audit relating to the Insured Person's self assessment tax return.</p>	<p>1 Any claim relating to an off shore account held by an Insured Person.</p> <p>2 The tax affairs of a company, or any claim if the Insured Person is self-employed, a sole trader, or in business partnership.</p> <p>3 Any Revenue Audit where the Insured Person has not submitted a self assessment tax return.</p>
<p>6 Jury Service</p> <p>We will pay the Insured Person's salary or wages for the time that the Insured Person is off work while attending jury service for each half or whole day of such attendance as far as the salary or wages is not recoverable from the court or the Insured Person's employer.</p> <p>The amount We will pay is based on the time the Insured Person is off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours.</p> <p>If the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages.</p> <p>If the Insured Person works part-time, the amount We pay will be a proportion of the Insured Person's salary or wages.</p>	

What is insured	What is not insured
<p>7 Legal Defence</p> <p>(1) We will defend the Insured Person's legal rights if an event arising from the Insured Person's work as an employee leads to the Insured Person being prosecuted in a court of criminal jurisdiction.</p> <p>(2) We will defend the Insured Person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.</p>	<p>Any claim relating to:</p> <p>1 Parking or obstruction offences.</p> <p>2 The driving of a motor vehicle by an Insured Person for which the Insured Person does not have valid motor insurance.</p>

## General Exclusions

- 1 A claim reported to Us more than 180 days after the Insured Person should have known about the Insured Incident.
- 2 An incident or matter arising before the commencement of cover under this Section.
- 3 Costs and Expenses incurred before Our written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority.
- 5 An Insured Incident intentionally brought about by an Insured Person.
- 6 A legal action that an Insured Person takes which We or the Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Representative.
- 7 A claim relating to an Insured Person's alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which damage an Insured Person's reputation.
- 9 A claim relating to renting or leasing accommodation.
- 10 A dispute with Us not otherwise dealt with under Condition 7.
- 11 A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 12 An application for Judicial Review.
- 13 Any claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.



# General Conditions

- 1 An Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) try to prevent anything happening that may cause a claim;
  - (c) take reasonable steps to keep any amount We have to pay as low as possible;
  - (d) send everything We ask for, in writing;
  - (e) give Us full details in writing of any claim as soon as possible and give Us any information We need.
- 2
  - (a) We can take over and conduct, in the name of an Insured Person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of the Insured Person.
  - (b) an Insured Person is free to choose a Representative (by sending Us a suitably qualified person's name and address) if:
    - (i) We agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
    - (ii) there is a conflict of interest.

We may choose not to accept an Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Representative in these circumstances, the Insured Person may choose another suitably qualified person.
  - (c) in all circumstances except those in 2(b) above, We are free to choose a Representative.
  - (d) any Representative will be appointed by Us to represent the Insured Person according to Our standard terms of appointment. The Representative must co-operate fully with Us at all times.
  - (e) We will have direct contact with the Representative.
  - (f) an Insured Person must co-operate fully with Us and the Representative and must keep Us up to date with the progress of the claim.
  - (g) an Insured Person must give the Representative any instructions that We require.
- 3
  - (a) an Insured Person must tell Us if anyone offers to settle a claim.
  - (b) if an Insured Person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and Expenses.
  - (c) We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

- 4 (a) an Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited, if We ask for this.
- (b) an Insured Person must take every step to recover Costs and Expenses that We have to pay, and must pay Us any Costs and Expenses that are recovered.
- 5 If the Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Representative, the cover We provide will end at once, unless We agree to appoint another Representative.
- 6 If an Insured Person settles a claim or withdraws it without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to reclaim any Costs and Expenses We have paid.
- 7 If We and an Insured Person disagree about the choice of Representative, or about the handling of a claim, We and the Insured Person can choose another suitably qualified person to decide the matter. We and the Insured Person must both agree to the choice of this person in writing. Failing this, We will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 8 We may, at Our discretion, require the Insured Person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the Insured Person and Us, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence, We will pay the cost of obtaining the opinion.
- 9 We can cancel this Section at any time as long as We tell You at least 21 days beforehand.  
You can cancel this Section at any time as long as You tell Us at least 21 days beforehand.
- 10 We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 11 This Section is governed by the laws of the Republic of Ireland.

## Helpline Services

We provide these services 24 hours a day, seven days a week during the Period of Insurance. To help Us check and improve Our service standards, We record all calls, except those to the Counselling service.

When phoning, please tell Us Your policy number or the name of the scheme You are in.

Please do not phone Us to report a general insurance claim.

## Legal Advice Service

We will give the Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom.

## Domestic Assistance

We will arrange help or repairs needed if You have a domestic emergency in Your home, such as a burst pipe, blocked drain, broken window or building damage. We will ask a contractor to help, but You must pay the contractor's costs including any call-out charges.

To contact the above services, phone Us on **1850 670 747**.

## Counselling

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

To contact the Counselling helpline, phone Us on **1850 670 407**.

## Health & Medical Information Service

We will give an Insured Person information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness.

To contact the Health & Medical Information Service, phone **1890 254 164**.

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

**Wrightway Underwriting Limited**

Limekiln House  
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Co. Wexford

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