

UNOCCUPIED HOME INSURANCE

Arranged exclusively by OBF Insurance Group Ltd. with certain underwriters at Lloyd's

Coverholder at **LLOYD'S**

EFFECTED THROUGH

OBF Insurance Group Ltd
Bridge House
Baggot Street Bridge
Dublin 4

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

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

The insurance relates only to those Sections of the certificate which are shown in the **schedule** as being included.

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

The written authority (which number is shown in the **schedule**) carrying the seal of the Lloyd's Policy Signing Office allows **OBF Insurance Group Ltd.** to sign and issue this certificate on behalf of underwriters whose syndicate numbers are given in the authority.

Signed by



For and on behalf of Underwriters

INTRODUCTION

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Lloyd's Unoccupied Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully.

It is arranged in different Sections. It is important that;

- **You** are clear which Sections **you** have requested and want to be included;
- **You** understand what each Section covers and does not cover;
- **You** understand **your** own duties under each Section and under the insurance as a whole.

Please contact **us** or **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Definitions

Wherever the following words appear in this insurance they will have the meanings shown below.

Bodily injury

Bodily injury includes death or disease.

Buildings

- The **home** and its decorations;
- Fixtures and fittings attached to the **home**;
- Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fixed fuel tanks;

You own or for which **you** are legally responsible within the **premises** named in the **schedule**.

Storm — Definition

Violent atmospheric disturbance with strong winds which are capable of causing damage to a **building(s)** which is in sound condition and good repair.

Your Broker

The insurance broker who placed this insurance on **your** behalf.

We/us/our

The underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.

You/your/insured

The person or persons named in the **schedule**

Contents

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents does not include:

- Motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories;
- Audio and visual equipment;
- Any living creature;
- Any part of the **buildings**;
- Any property held or used for business purposes;
- Any property in the open;
- Money, credit cards, deeds, prize bonds, registered bonds, other personal documents, stamps or coins;
- Domestic fuel in fixed fuel tanks
- Valuables;
- Jewellery, furs, gold, silver, gold and silver plated articles;
- Pictures and fine art;

Endorsement

A change in the terms and conditions of this insurance.

Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Premises

The address which is named in the **schedule**.

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Excess

The amount shown in the **schedule** or **policy wording** or **endorsement** you bear in respect of certain claims covered by this insurance.

Schedule

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the Sections of this insurance which apply.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal or concrete including flat roofs where the total flat roof area does not exceed 25% of the total roof area.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **us** or **your broker** before **you** start any conversions, extensions or other structural work to the **buildings** that;
 - Change the use of the **buildings** in any way, including the property becoming occupied
 - Involves the external surfaces of the **buildings** being affected/changed;

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

3. **You** must ensure that a responsible person is appointed to supervise and check the property internally and externally at least once a week and any mail, newspapers or flyers are removed from the **home**.
4. **You** must ensure the **home** and gardens of the **home** are maintained in good condition.
5. It is **your** duty to ensure that all protections provided for the security of the **home** are maintained in good working order and are in full and effective operation at all times.
6. **You** must ensure all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating or alarm systems.
7. Where **your** contractor(s) are made responsible for the correct operation and function of the security protections at the risk address, **we** will refuse to pay a claim should **your** contractor(s) not ensure that the security protections (as declared to **us**) are in full and effective operation when an authorised occupant is not present at the **home**.
8. This insurance does not cover burglary, theft, or attempted theft from the **home** unless the following minimum protections are fitted and in operation when an authorised occupant is not present at the **home**;
External Doors - 5 Lever mortice deadlocks;
Patio doors - In addition to a central locking device, key operated bolts to top and bottom opening sections;
Windows - Key operated security locks to all ground floor and other accessible windows.

9. **You** must immediately inform **us** or **your broker** if **you** become aware of the property insured (including any garages and/or outbuildings) being illegally occupied, partially or wholly or if it has suffered any incident or evidence of malicious damage (including but not limited to graffiti) or attempted illegal entry (whether entry was gained or not).

To enable **you** to comply with this clause **you (or an appointed agent)** must check the property/ies on a weekly basis and a documented record of these visits kept.

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

10. A log book must be retained by **you** in which details of the dates, times and by whom the property was visited is recorded. This must not be retained at the **home**. This must be made accessible to insurer's if requested. Failure to provide this may result in this insurance becoming invalid.

Cancellation clause

1. Cooling-off period — Right to withdraw.

You are entitled to cancel this insurance by writing to OBF Insurance Group Ltd. within 14 days of the start of the **period of insurance** without giving a reason. Provided **you** have not made any claims **we** will allow a proportionate return of premium for any unexpired **period of insurance** for which **you** have paid.

2. **We** may cancel this insurance by sending 15 days written notice by recorded delivery to **you** at **your** last known address and make a proportionate return of premium for any unexpired **period of insurance** for which **you** have paid.
3. **You** may cancel this insurance at any time by writing to OBF Insurance Group Ltd at the address stated. Provided that no incident giving rise to a claim has occurred in the current **period of insurance**, **you** will be entitled to a proportionate return of the premium for the unexpired **period of insurance**. If **you** cancel during the first year (outside of the cooling-off period) any return of premium will be at **our** discretion. No return of premium will be allowed if a claim has occurred during the **period of insurance**.
4. Notwithstanding your right to withdraw, as stated in 1. above, in the event of the premium due for this insurance not being paid within 15 days, this insurance shall automatically be null and void.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Data Protection Act 1998

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

A. Radioactive contamination and nuclear assemblies exclusion

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to, by or arising from;

- (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B. War exclusion

Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C. Existing and deliberate damage

We will not pay for loss or damage:

- Occurring before cover starts or arising from an event before cover starts;
- Caused deliberately by **you** or any member of **your home**;

D. Electronic data exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

2. Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to, by or arising from;

- (i) Computer viruses, erasure or corruption of electronic data;
- (ii) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

E. Excess

We will not pay for the first amount of each and every claim for Section 1 (**Buildings**) and Section 2 (**Contents**) — the amount of **excess** as stated in **your schedule**.

F. Biological and chemical contamination exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person.

directly or indirectly caused by or contributed to by or arising from;

- (i) Biological or chemical contamination due to or arising from terrorism and/or;
- (ii) Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- (i) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) Putting the public or any Section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

G. Wear and Tear

We will not pay for loss or damage as a result of wear, tear, gradual deterioration or a lack of maintenance.

H. Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within this insurance.

I. Contractors Clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors including any loss, damage or liability as a result of **you** acting in the capacity of a professional tradesperson for works undertaken at the property. Nor does it cover any loss, damage or liability arising out of the use of heat by any person.

J. Subsidence, heave or landslip

Subsidence or heave of the site upon which the **building(s)** stand or landslip is not covered by this insurance policy.

CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Your Duties

In the event of a claim or possible claim under this insurance:

1. **You** must notify **us** or **your broker** as soon as reasonably possible giving full details of what has happened;
2. **You** must provide **us** or **your broker** with written details of what has happened within 30 days and provide any other information **we** may reasonably require;
3. **You** must immediately forward to **us** or **your broker** within 7 days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive;
4. **You** must inform the Gardai/Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, burglary, theft, attempted theft or lost property;
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission;
6. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim;
7. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them;
8. **You** must take all reasonable care to limit any loss, damage or injury.

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

How we deal with your claim

1. Defence of claims

We may:

- Take full responsibility for conducting, defending or settling any claim in **your** name;
- Take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Claim Retentions

We reserve the right to withhold all or part of any claims payment **we** have agreed to pay, pending proof from **you** that the agreed works have been carried out or completed until evidence of these works or replacement of any insured property has been accepted by **us**. **We** may request supporting invoices and receipts or any additional reasonable evidence, confirming the total costs of these works have been incurred before **we** release any interim or final payments as applicable.

3. Fees

We will not pay fees of public loss assessors and or fees associated with the preparation or presentation of any claim.

4. Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

5. Fraudulent Claims

You must not act in a fraudulent manner. If **you** or anyone acting with **you** or for **you**:

- Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or;
- Make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or;
- Make a claim in respect of any loss or damage caused by **your** wilful act or connivance.

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the insurance;
- **We** may at our option declare the insurance void;
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date;
- **We** shall not return any premium;
- **We** may inform the Gardai/Police of the circumstances.

SECTION 1: BUILDINGS

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage directly caused by:</p> <ol style="list-style-type: none"> 1. Fire, lightning, explosion or earthquake. 2. Impact by aircraft, aerial devices, or articles dropped by them, rail vehicles, road vehicles or animals. 3. Storm 4. Burglary, theft or attempted theft 5. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. 6. Fire Brigade charges. We will pay charges levied by a local authority in accordance with the provisions of the Fire Services Act 1981 in controlling extinguishing a fire affecting the property named in the schedule in circumstances which have given rise to a valid claim under this insurance. 	<p>We will not pay:</p> <ol style="list-style-type: none"> A. The excess stated in the schedule. A. The excess stated in the schedule. A. For loss or damage to domestic fixed fuel-oil and gas tanks in the open, underground supply pipes, swimming pools, tennis courts, drives, patios, terraces, gates, fences, non standard outbuildings, sheds, greenhouses and property in the open. B. For loss or damage caused by ingress of water due to wear, tear or deterioration. C. For loss or damage to flat roofs over 15 years old. D. The excess stated in the schedule A. For property in the open B. The excess stated in the schedule. A. The excess stated in the schedule. A. More than €2,000 in total during the period of insurance.

Settling claims:

Your sum insured

1. **We** will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of rebuilding the **home** at the time of loss or damage is more than **your** sum insured for the **buildings** then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **building(s)** **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay any more than the sum(s) insured for the **building(s)** of each **premises** shown in the **schedule**.

SECTION 2: CONTENTS

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage directly caused by:</p> <ol style="list-style-type: none"> 1. Fire, lightning, explosion or earthquake. 	<p>We will not pay:</p> <ol style="list-style-type: none"> A. The excess stated in the schedule.
<ol style="list-style-type: none"> 2. Aircraft and other flying devices or items dropped from them. 	<ol style="list-style-type: none"> A. The excess stated in the schedule.
<ol style="list-style-type: none"> 3. Storm 	<ol style="list-style-type: none"> A. For loss or damage caused by ingress of water due to wear, tear or deterioration; B. For claims as a result of loss or damage to flat roofs over 15 years old; C. The excess stated in the schedule.
<ol style="list-style-type: none"> 4. Burglary, theft or attempted theft 	<ol style="list-style-type: none"> A. The excess stated in the schedule.
<ol style="list-style-type: none"> 5. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. 	<ol style="list-style-type: none"> A. The excess stated in the schedule.

Settling claims:

Your sum insured

1. **We** will not reduce the sum insured under Section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of replacing the contents at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the contents, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay any more than the sum(s) insured for the contents of each **premises** shown in the **schedule**.

SECTION 3: LEGAL LIABILITY TO THE PUBLIC

Only operative if Section one — Buildings is in force.

What is covered	What is not covered
<p>We will indemnify you:</p> <p>(i) As owner for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • Bodily injury; • Damage to property. <p>Caused by an accident happening at the premises during the period of insurance.</p>	<p>We will not indemnify you:</p> <p>A. For bodily injury to:</p> <ul style="list-style-type: none"> • You or your family; • Any person who at the time of sustaining such injury is engaged in your service; <p>B. For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>C. For damage to property owned by or in the charge of:</p> <ul style="list-style-type: none"> • You or your family; • Any person engaged in your service; <p>D. In respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • Reported to us not later than 60 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident; <p>E. For any liability arising out of your ownership, occupation, possession or use of any land or building that is not within the premises;</p> <p>F. If you are entitled to indemnity under any other insurance until such insurance(s) is exhausted;</p> <p>G. For any liability arising directly or indirectly out of any profession, occupation, business or employment;</p> <p>H. For any liability which you have assumed under contract and which would not otherwise have attached;</p> <p>I. For any liability arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> (i) Any motorised or horsedrawn vehicle other than domestic gardening equipment used within the premises; (ii) Any power-operated lift.

Limit of insurance

We will not pay:

- In respect of pollution and/or contamination: more than €3,000,000 in all.
- In respect of other liability covered under Section three: more than €3,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

ENDORSEMENTS

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

1. **Non-standard construction clause**

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

2. **Your bank or building societies interest clause**

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

3. **Alarm Clause:**

This insurance does not cover burglary, theft or attempted theft when an authorised occupant is not in the **home**:

A. Unless at all times the intruder alarm has been put into full and effective operation and;

B. The intruder alarm is kept in good working order throughout the period of insurance and is checked annually by a qualified person.

DATA PROTECTION ACT 1988 and DATA PROTECTION (AMENDMENT) ACT 2003

DATA PROTECTION NOTICE

OBF Insurance Group Ltd recognise that protecting personal information including sensitive personal information is very important and **we** recognise that **you** have an interest in how **we** collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that **you** give us or has been provided to **us** on **your** behalf. If you provide information relating to anyone other than yourself, **you** are responsible for obtaining their consent to the use of their data in the manner outlined below.

What does OBF Insurance Group Ltd do with your personal data?

Information **you** provide will be used by OBF Insurance Group Ltd for the purposes of processing **your** application and administering **your** insurance policy, OBF Insurance Group Ltd may need to collect sensitive data relating to **you** (such as medical or health records or convictions) in order to process **your** application and/or any claim made.

All information supplied by **you** will be treated in confidence by OBF Insurance Group Ltd and will not be disclosed to any third parties except (a) to our agents, sub –contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where **your** consent has been received or (d) where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of OBF Insurance Group Ltd or **our** agents or subcontractors.

OBF Insurance Ltd may pass **your** information to other companies for processing on its behalf. OBF Insurance Group Ltd will ensure that its transfer of data are lawful and that **your** information is kept securely and only used for the purpose for which it was provided.

Calls to OBF Insurance Group Ltd may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information OBF Insurance Group Ltd may at any time:

- Share information about **you** with companies or organisations outside OBF Insurance Group Ltd including where applicable private investigators and public bodies including An Garda Síochána;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

OBF Insurance Group Ltd may also search these agencies and databases to :

- Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** account or insurance policies;
- Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Insurance Link Database

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

Insurance companies share claims data;

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

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

Guidelines for sharing **your** information with other insurance companies, self insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

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

How to contact us

On payment of a small fee you are entitled to receive a copy of the information **we** hold about **you** and to seek rectification of any inaccurate data. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to The Data Protection Officer, OBF Insurance Group Ltd, Bridge House, Baggot Street Bridge, Dublin 4. D04 X2P1

Consent

By providing **us** with **your** information **you** consent to all of **your** information being used, processed, disclosed and retained as set out above.

MEMORANDA

Insurance Act, 1936, All monies which become or may become due and payable by the Underwriters under this insurance shall be payable and paid in the Republic of Ireland.

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

Complaint handling arrangements

Any complaint should be addressed in the first instance to OBF Insurance Group Ltd, Bridge House, Baggot Street Bridge Dublin 4. Ireland. Tel:+353 1 660 1033 E-Mail:info@obf.ie

The Lloyd's Managing Agent Canopus Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will acknowledge **your** complaint, in writing, within five business days of the complaint being made. It will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

The Lloyd's managing agent Canopus Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

The Lloyd's managing agent Canopus Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will aim to provide **you** with its decision on **your** complaint, in writing, within forty business days of the complaint being made.

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

Financial Services Ombudsman
3rd Floor, Lincoln House
Lincoln Place
Dublin 2
Ireland
Tel: +353 1 6 620 899
Fax: +353 1 6 620 890
E-mail: enquiries@financialombudsman.ie

Alternatively you may contact:
Policyholder and Market Assistance
Lloyd's Market Services
Lloyd's
One Lime Street
London
EC3M 7HA
Tel : 0207 327 5693
Fax : 0207 327 5225
Email : complaints@lloyds.com

Complaints that cannot be resolved by the Policyholder and Market Assistance Department may be referred to the Financial Ombudsman Service Limited. Further details will be provided at the appropriate stage of the complaint process.

The complaints handling arrangements above are without prejudice to your rights in law.

The Insurance Cover to which this document relates was granted to the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

OBF Insurance Group Ltd.
Bridge House
Baggot Street Bridge
Dublin 4

T: +353 1 660 1033

E: info@obf.ie

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

(i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;

(ii) Any Summons, Notice or Process shall be served upon their General Representative at the address stated above.

MEMORANDA CONTINUED

Claims service

In the first instance, you should contact OSG who will provide a claim form for completion and advise **you** how to proceed. OSG are authorised to deal with claims on behalf of OBF Insurance Group Ltd.

Their contact details are as follows:

OSG Outsource Services Group Ltd
Merrion Hall
Strand Road
Sandymount
Dublin 4

T: +353 1 261 1529

E: info@osg.ie

OSG Outsource Services Group Limited is Regulated by the Central Bank of Ireland

OBF Insurance Group Ltd.
Bridge House
Baggot Street Bridge
Dublin 4 Ireland

OBF Insurance Group Ltd. is regulated by the Central Bank Of Ireland
registered in Ireland number 39988