



**KIDD**

HOLIDAY HOME



**ZURICH**<sup>®</sup>

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# Welcome

Your Holiday 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 endorsements, 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, Arachas or Zurich Insurance plc. If you wish to make alterations to your Policy, they must be notified to **us** immediately for cover to operate. This may include home improvements such as an extension or the addition of a conservatory to your **holiday home**.

## **The Contract of Insurance**

This Policy which has been arranged by Arachas 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').

# 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 holiday 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.

- You will be required to pay a call out fee to the relevant contractor. The contractor must provide you with a receipt.
- If work is required other than that which is catered for by payment of the call out fee, the contractor must provide you with a written estimate and an 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 Holiday 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 **1890 208 408**.

Our experienced staff will ensure that your emergency is taken care of quickly and efficiently.

# Underinsurance

## Protecting your holiday home and contents

To safeguard your financial interest in your property you must insure the full reinstatement value of your buildings and contents. Failure to do so may result in your claim settlement being reduced. Please see the 'Settlement of claims' section under Sections 1 and 2 of this policy.

Each year prior to renewal of your annual policy you should review the amount for which you have insured your buildings and contents and inform us, prior to renewal, of any changes. For example, 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.

# Making a Claim

## What you should 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 **1890 208 408**. We will take details of your claim and can arrange for a contractor to call out to your holiday 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 **1890 208 408** (24 hours, 365 days a year).

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. In the event of a property claim, where we elect to settle a claim on a cash basis, we may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work.

You must keep your receipts for any repair/reinstatement work as you will need to validate these costs. The balance of the cost, otherwise known as a 'retention amount', will be given to you on receipt of the appropriate documentation that validates the costs incurred by you for the repair/ reinstatement work (e.g. VAT invoices.)

## Claims Notification Period

Please note that all claims must be notified to Zurich within 30 days of their occurrence.

Please refer to the Policy Conditions section of this document and familiarise yourself with your obligations as failure to comply could result in your claim being refused.

# 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 **holiday home**, landlord's fixtures and fittings on or in the **holiday 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, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €650) on or in the **holiday 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, drones, 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.
- **Credit Cards** or **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.

<b>Credit cards</b>	Credit, cheque, bankers or cash dispensing cards.
<b>Excess</b>	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.
<b>Family</b>	Your relatives (including your partner and all children) who normally live in the <b>holiday home</b> .
<b>Flood</b>	(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.
<b>Geographical limits</b>	The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.
<b>Ground heave</b>	The upwards expansion of the ground resulting in damage to the building foundations.
<b>Holiday Home</b>	The private dwelling, garage and out <b>buildings</b> used for domestic purposes only, all at the situation of the <b>premises</b> shown in the schedule.
<b>Household</b>	Your <b>family</b> and domestic staff residing in the <b>holiday home</b> .
<b>Money</b>	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.
<b>Premises</b>	The <b>buildings</b> and the land within the boundaries belonging to them.
<b>Settlement</b>	The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.
<b>Subsidence</b>	The downward movement within the ground independent of the building load.
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Unoccupied</b>	Not stayed in overnight by a member of your <b>household</b> or any other person authorised by <b>you</b> .
<b>Valuable property</b>	Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments.
<b>We or us</b>	Zurich Insurance plc.
<b>You</b>	The person or people shown in the schedule as the Insured.

# Section 1 – Buildings

## The cover

What Is Insured	What Is Not Insured
<p>The <b>buildings</b> are insured against damage caused by the events in paragraphs 1 to 20</p>	
<p>1. Fire, lightning, explosion, smoke or earthquake.</p>	<p>Loss or damage due to any gradually operating cause.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<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 other than as provided for in Section 1, paragraph 3 below</li> <li>• to gates, fences or hedges</li> <li>• due to wear and tear or gradual deterioration</li> <li>• to roofs built with torch-on felt which are more than ten years old or other felt over five years old.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>3. <b>Subsidence</b> or <b>groundheave</b> of the site on which the <b>buildings</b> stand or landslip.</p>	<p>Loss or damage in respect of purpose built or converted apartment blocks.</p> <p>Loss or damage:</p> <p>caused by <b>settlement</b> due to building load, bedding down, coastal, lake or river erosion, structural alteration or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials</p> <p>caused by building on made-up ground or filled-in land, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, swimming pools unless liability is admitted under the policy for damage to the <b>holiday home</b> from the same cause occurring at the same time</p> <p>to floor slabs unless liability is admitted under the policy for damage to the walls of the <b>holiday home</b> from the same cause occurring at the same time</p> <p>associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise</p> <p>if any part of the <b>buildings</b> suffered previous damage by <b>subsidence, ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

What Is Insured	What Is Not Insured
4. Stealing or attempted stealing.	<p>Loss or damage while any part of the <b>holiday home</b> is lent, let or sub-let, unless entry to or exit from the <b>holiday home</b> is made using violence and force.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>Loss or damage caused by a member of the <b>household</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
5. Riots, civil, labour or political disturbance.	<p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
6. Vandals or Malicious people.	<p>Loss or damage caused by someone lawfully on the <b>premises</b>.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
7. Escape of water from or the bursting of any fixed domestic water or heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>subsidence, ground heave</b> or landslip</li> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic water installation, heating installation or appliance from which the water escapes</li> <li>• to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units</li> <li>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
8. Escape of oil from any fixed domestic heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic heating installation from which the oil escapes</li> <li>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
9. Collision with the <b>buildings</b> , by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	<p>Loss or damage caused by your pets.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>



What Is Insured	What Is Not Insured
<p>10. Falling trees or branches.</p>	<p>Loss or damage</p> <ul style="list-style-type: none"> <li>to gates, fences or hedges</li> <li>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> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>11. Breakage or collapse of fixed television aerials, fixed satellite dishes and their fittings and masts.</p>	<p>Loss or damage to radio and television aerials, satellite dishes, their fittings and masts.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>12. The cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> <li>fixed glass and double glazing (including the cost of replacing frames)</li> <li>solar panels</li> <li>sanitary ware</li> <li>ceramic hobs.</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>by wilful or malicious persons lawfully on the <b>premises</b>.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>13. Accidental damage to cables, underground pipes, or underground tanks servicing the <b>holiday home</b>, that <b>you</b> are legally responsible for.</p> <p>The most <b>we</b> will pay is €1,000.</p>	<p>Loss or damage due to wear, tear, rust or gradual deterioration.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage. Where the loss or damage results in <b>subsidence</b> or <b>ground heave</b> to the <b>buildings</b> which is a direct consequence of the accidental damage to cables, underground pipes or underground tanks servicing the <b>holiday home</b>, the <b>subsidence excess</b> will apply.</p>
<p>14. The cost of breaking into and repairing the pipe between the main sewer and the <b>holiday home</b> following the blockage of the pipe.</p> <p>The most <b>we</b> will pay is €2,000.</p>	<p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>15. If the <b>holiday home</b> is made uninhabitable by damage from any cause insured by this section <b>we</b> will pay for:</p> <p>the reasonable extra cost of comparable alternative accommodation (including kennelling of pets) if <b>you</b> occupy the <b>holidayhome</b></p> <p>the reasonable cost of temporary storage of furniture</p> <p>the reasonable extra cost of temporary accommodation for domestic pets</p> <p>but only during the period necessary to reinstate the <b>holiday 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 10% of the sum insured shown in the schedule</p>	

What Is Insured	What Is Not Insured
<p>16. Any amounts which <b>you</b>, as owner of the <b>holiday home</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 claim or claims arising from one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <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></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>.</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 €2,000 for <b>buildings</b> and/or <b>contents</b>.</p>	
<p>18. Trace and Access.</p> <p><b>We</b> will pay to remove or replace any part of the <b>buildings</b> necessary to repair any fixed domestic water or heating installation from which water or oil has escaped and has resulted in damage.</p> <p>The most <b>we</b> will pay is €1,000.</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>holiday home</b> is left <b>unfurnished</b></li> </ul>

## Extended accidental damage

### Endorsement A

Covered only if you have selected this extra insurance

What Is Insured	What Is Not Insured
<p>The <b>buildings</b> are insured against any accidental damage in addition to the events already specified under Section 1.</p>	<p>Loss or damage caused by chewing, scratching, tearing or fouling by your pets.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown.</p> <p>Cost of general maintenance.</p> <p>Loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks.</p> <p>Any loss, damage or amount shown as not insured under any of the events specified under Section 1.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

## Settling Claims

**We** will pay, at our option, 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, this will be subject to the following:

### Underinsurance

Our liability for repair or reinstatement following insured loss or damage shall not exceed the sum insured on **buildings** at the time of loss or damage. To safeguard your financial interest in your property **you** must insure the full reinstatement value of your **buildings**, which should include due allowance for debris removal costs, architects, surveyors, consulting engineers and other fees necessarily incurred in the reinstatement of the property. Failure to do so will result in your claim settlement being reduced.

The **buildings** sum insured as stated in the schedule is subject to the following condition of 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** (including fees as above) covered by this policy and such difference is greater than 10% of the rebuilding cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of rebuilding as new all the **buildings** covered by this policy.

### Wear and Tear

**We** will deduct an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

- If it is necessary to make a deduction for wear and tear, then for the purposes of determining whether or not there is underinsurance, the cost of rebuilding as new all the **buildings** covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.
- **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 (at the request of the insured, which request must be explained and reasonable) **we** will pay the reduction in market value resulting from the loss or damage, but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 12 and Endorsement A, 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 with our consent in reinstating the **buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others agreed by **us**
- the cost of clearing the site and making it and the **holiday home** safe
- the cost of complying with any government or local authority requirements following loss or damage unless **you** were given notice of the requirements before the loss or damage occurred. Where **you** were not notified of any government or local authority requirements prior to the loss or damage occurring and such requirements increase the rebuilding as new cost, this increased cost will be disregarded for the purposes of determining whether or not the **buildings** are underinsured.

**We** will not pay:

- fees incurred by **you** 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 adjust the sum insured in accordance with an appropriate index selected by **us**.

This adjustment of the sum insured will continue throughout each period of insurance, and will continue after any insured loss or damage if the required repairs or reinstatement are carried out without delay.

**We** will not charge any 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.

### **Selling your holiday home**

If **you** are selling your **holiday 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.

## Section 2 – Contents

### The cover

What Is Insured	What Is Not Insured
<p>The <b>contents</b> are insured while in the <b>holiday home</b> against loss or damage caused by the events in paragraphs 1 to 21.</p>	
<p>1. Fire, lightning, explosion, smoke, or earthquake.</p>	<p>Loss or damage due to any gradually operating cause.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>2. Storm or <b>flood</b>.</p>	<p>Loss or damage caused by</p> <ul style="list-style-type: none"> <li>• frost</li> <li>• or due to wear and tear or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>3. <b>Subsidence</b> or <b>ground heave</b> of the site on which the <b>buildings</b> stand or landslip.</p>	<p>Loss or damage in respect of purpose built or converted apartment blocks.</p> <p>Loss or damage:</p> <p>caused by <b>settlement</b> due to building load, bedding down, coastal lake or river erosion, construction, defective or inappropriate foundations and the use of faulty materials</p> <p>caused by building on made-up ground or filled-in land, unless liability is admitted under this or any other policy for damage to the <b>holiday home</b> from the same cause occurring at the same time</p> <p>to floor slabs unless liability is admitted under the policy for damage to the walls of the <b>holiday home</b> from the same cause occurring at the same time, associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.</p> <p>Loss or damage if any part of the <b>buildings</b> suffered previous damage by <b>subsidence, ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing.</p>	<p>Loss or damage while any part of the <b>holiday home</b> is lent, let or sub-let, unless entry to or exit from the <b>holiday home</b> is made using violence and force.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>Loss or damage caused by a member of your <b>household</b>.</p> <p>Any amount over €750 or 3% of the sum insured for <b>contents</b>, whichever is greater, within detached domestic outbuildings and garages.</p> <p>The excess amount as shown in the <b>schedule</b> of each incident of loss or damage.</p>

What Is Insured	What Is Not Insured
5. Riot, civil, labour or political disturbance.	<p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
6. Vandals or malicious people.	<p>Loss or damage caused by someone lawfully on the <b>premises</b>.</p> <p>Loss or damage caused after the <b>holiday home</b> is left <b>unfurnished</b>.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
7. Escape of water from or the bursting of any fixed domestic water or heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by <b>subsidence, ground heave</b> or landslip</li> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic water installation, heating installation or appliance from which the water escapes</li> <li>• to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units</li> <li>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
8. Escape of oil from any fixed domestic heating installation.	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• to any fixed domestic heating installation from which the oil escapes</li> <li>• due to wear &amp; tear, rust, or gradual deterioration.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	<p>Loss or damage caused by your pets.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
10. Falling trees or branches.	<p>Loss or Damage caused by felling or lopping of trees.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
11. Falling aerials, aerial fittings or masts.	<p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
12. Accidental breakage while in the <b>holiday home</b> of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• after the <b>holiday home</b> is left <b>unfurnished</b></li> <li>• by wilful or malicious persons lawfully on the <b>premises</b>.</li> <li>• for the cost of repairing, removing or replacing frames.</li> </ul> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

What Is Insured	What Is Not Insured
<p>13. Accidental damage while in the <b>holiday home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p> <p>The most <b>we</b> will pay is €750.</p>	<p>Damage to equipment designed to be portable whilst it is being transported, carried or moved.</p> <p>Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, mechanical or electrical faults or breakdown.</p> <p>Damage to records, audio, video or computer discs, tapes or cassettes.</p> <p>Damage to telephones or telephone equipment.</p> <p>Damage caused by computer viruses.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>14. 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>The most <b>we</b> will pay is €1,000.</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 <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>15. The cost of replacing and fitting locks to outside doors, safes and alarms in the <b>holiday home</b> following theft of your keys.</p> <p>The most <b>we</b> will pay is €400.</p>	<p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>
<p>16. 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>holiday home</b>.</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 compensate 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 excess of the amount stated above.</p>	<p><b>Bodily injury</b> arising directly or indirectly from any vehicle used for racing, pace-making or speed racing.</p> <p><b>Bodily injury</b> arising directly or indirectly from any communicable disease or condition.</p> <p><b>Bodily injury</b> to your domestic employees for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p> <p><b>Bodily injury</b> to any member of your <b>family</b>.</p>



What Is Insured	What Is Not Insured
<p>17. Any amounts which <b>you</b> or a member of your <b>household</b> as:</p> <p>an occupier of the <b>holiday home</b></p> <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 claim or claims arising from one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	<p>Liability arising directly or indirectly from:</p> <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 and all forms of drones</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> <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>

What Is Insured	What Is Not Insured
	Liability for: <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a member of your <b>household</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>.</li> </ul>
<p>18. 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 €2,000 for <b>buildings</b> and/or <b>contents</b>.</p>	
<p>19. <b>We</b> will pay €1,270 if <b>you</b> or your spouse die within 30 days as a result of outward and visible violence by burglars or by fire at the <b>premises</b> shown in the schedule.</p> <p>If more than one person (except <b>you</b> and your spouse) is shown in the schedule as the Insured, <b>we</b> will divide the benefit of €1,270 in proportion to the number of people insured.</p>	
<p>20. If the <b>holiday home</b> is made uninhabitable by damage from any cause insured by this section <b>we</b> will pay for:</p> <p>the reasonable extra cost of comparable alternative accommodation (including kennelling of pets) if you occupy the <b>holiday home</b></p> <p>the reasonable cost of temporary storage of furniture</p> <p>the reasonable extra cost of temporary accommodation for domestic pets</p> <p>but only during the period necessary to reinstate the <b>holiday 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 10% of the sum insured shown in the schedule.</p>	
<p>21. The <b>contents</b> are insured while in the open within the boundaries of the land belonging to the <b>home</b> against loss or damage caused by events in paragraphs 1 and 3 to 11 of this section.</p> <p>The most <b>we</b> will pay is €750.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 and 3 to 11 of this section.</p> <p>Plants and trees.</p> <p>Damage due to wear and tear, rust or gradual deterioration.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

## Extended accidental damage

### Endorsement B

Covered only if you have selected this extra insurance

What Is Insured	What Is Not Insured
<p>The <b>contents</b> are insured while in the <b>holiday home</b> against any accidental damage in addition to the events already specified under Section 2.</p>	<p><b>Contents</b> lost in the <b>holiday home</b>.</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, <b>money</b>, stamps, coins or medals, food or drink, mobile phones, dentures, tablets, laptops.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.</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, mechanical or electrical faults or breakdown</li><li>• chewing, scratching, tearing or fouling by domestic pets</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 any of the events specified under Section 2.</p> <p>The <b>excess</b> amount as shown in the schedule of each incident of loss or damage.</p>

## Settling Claims

**We** will pay, at our option, 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, this will be subject to the following:

### Underinsurance

Our liability for repair or replacement as new of **contents** following insured loss or damage shall not exceed the sum insured on **contents** at the time of loss or damage.

To safeguard your financial interest in your property **you** must insure the full replacement value as new of your **contents**. Failure to do so will result in your claim settlement being reduced.

The **contents** sum insured as stated in the schedule is subject to the following condition of average:

If the sum insured on **contents** at the time of the insured loss or damage is less than the cost of replacing as new all the **contents** covered by this policy and such difference is greater than 10% of the replacement cost as new, **we** will pay only that proportion of the loss or damage which the sum insured bears to the cost of replacing as new all the **contents** covered by this policy.

### Wear and Tear

**We** will deduct an amount for wear and tear:

- for clothing and linen
- for floor coverings more than 12 months old where a claim arises under Endorsement B, Extended accidental damage.

If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the **contents** covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.

- **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 12 and Endorsement B is the sum insured by this section subject to the condition of average but see also the limitations on pages 5-6 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment.
- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **we** may at our option either arrange or authorise replacement. If an exact replacement is not available, **we** may either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of Betterment.
- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, **we** will pay the resale market value only.

**We** will not pay:

- fees incurred by **you** for preparing a claim under this section

### Index-linking

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

This adjustment of the sum insured will continue throughout each period of insurance, and will continue after any insured loss or damage if the required repairs or reinstatement are carried out without delay.

**We** will not charge any extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sum insured.

# Policy Conditions

These apply to **Section 1** and **Section 2**

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. As insurance is based on the principle of utmost good faith **you** and your representative(s) are required to be truthful in all your dealings with **us** and our representatives. If **we** cannot fulfil our duty to verify the validity of a claim we will not be in a position to make an offer of settlement. You will lose any rights under the Policy if you or your representatives(s)
  - (a) Provide information to **us** which is materially inconsistent with the facts of the claim.
  - (b) Misrepresent information.
  - (c) Provide information to support a claim that is not true and complete.
  - (d) Provide false or stolen documents.
  - (e) Deliberately fail to tell **us** of some or all facts relating to a Policy or claim.
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 any 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 An Garda Siochana if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance
  - immediately send to **us** any writ or summons or other communication **you** receive
  - give full details within 30 days of the incident together with any supporting evidence that **we** require.

8. **We** have the right to the salvage of any insured property.
9. **You** may not, without our consent, abandon any property to **us**.
10. **You** must not admit, deny, negotiate or settle a claim without our written consent.
11. **We** are entitled to:
  - take the benefit of your rights against another person before or after **we** have paid a claim
  - take over the defence or settlement of a claim against **you** by another person.
12. If at the time of a claim there is any other Policy covering anything insured by this Policy **we** will be liable only for our proportionate share.
13. Where any single event results in a claim under more than one section of the Policy, the highest **excess** only will apply.
14. All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
15. Where **you** have agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
16. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of the Stamp Duties Consolidation Act, 1999.
17. If an alteration to the Policy results in an additional premium due to **us** or a refund premium due to **you**, **we** will only charge or refund such premium provided the amount involved is greater than or equal to €10.

# Policy Exceptions

These apply to all sections and endorsements.

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**.

9. Any loss or damage caused by faulty materials, faulty design or faulty workmanship.

# Data Protection

## Data Protection

Zurich Insurance plc ('Zurich', '**we**', 'our', '**us**') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, '**you**' or 'your' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

**We** require this Data in order to manage and administer our relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with **you**/comply with our legal obligations.

**Note:** If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

**We** may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through your employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.



### What we do with your Data

**We** may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with **you** and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as Insurancelink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, **we** may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### Sharing of Data

**We** may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by **us** when a claim is made under a policy and placed on Insurancelink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and your previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact **us** at the address below.

Finally, where **you** have consented to our doing so, **we** may share information that **you** provide to companies within the Group 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**.

#### **Data Retention**

The time periods for which **we** retain your Data depend on the purposes for which **we** use it. **We** will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

#### **Automated Decision Making and Profiling**

**You** have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. your policy of insurance);
2. Based on your explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put your point of view and circumstances forward.

#### **Data subject rights**

**You** have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by **us**.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, **you** may be asked to provide suitable proof of identification before **we** can process your request.

#### **Privacy Policy**

**Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).**

If **you** have any questions about your Data, **you** can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.

# Complaints Procedure

Our aim is to provide **you**, our customer, with first class service at all times.

If **you** are unhappy with our service for any reason, or have any cause for complaint, please follow see the steps below.

**Step 1** Please send your complaint to your retail intermediary (Broker) from whom **you** bought this Insurance Policy or to The Complaints Officer, Arachas Insurance, 3rd Floor Construction House, Canal Road , Dublin 6 outlining the nature of your complaint.

**Step 2** If your complaint is not resolved to your satisfaction **you** can contact us at:  
Customer Services Team Zurich Insurance, Zurich House, Ballsbridge Park, Dublin 4.  
Telephone **1890 44 77 99**

**Step 3** Escalating Your Complaint

If your complaint is not subsequently resolved to your satisfaction, **you** can contact the Chief Executive Officer at Zurich House, Ballsbridge Park, Dublin 4. Alternatively, **you** may avail of your right to refer to the following:

Financial Services and Pensions Ombudsman:  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

Arachas Corporate Brokers Limited trading as Arachas,  
Capital IM is regulated by the Central Bank of Ireland.

Registered address is 9 Eastgate Avenue, Eastgate  
Business Park, Little Island, Cork. T45 YN92.

**Zurich Insurance**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: [www.zurichinsurance.ie](http://www.zurichinsurance.ie)

Zurich Insurance plc is regulated by the  
Central Bank of Ireland.