

# PRESTIGE

UNDERWRITING IRELAND

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## COVERALL HOUSEHOLD POLICY BOOKLET

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UNDERWRITTEN BY  
Aviva Insurance  
Ireland DAC



# AVIVA



# Welcome to Your Prestige Underwriting Services (Ireland) Limited 'Coverall' home insurance policy

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Thank **You** for choosing Prestige Coverall. This **Policy** has been issued by Prestige Underwriting Services (Ireland) Limited on behalf of the Insurer Aviva Insurance Ireland DAC.

**Our** aim is to provide **You** with peace of mind when it comes to looking after **Your** household insurance needs and to make **Your** insurance cover clear and easy to understand.

**You** should read this **Policy** wording, along with **Your Schedule** and statement of fact, as together they give **You** full details of **Your** cover. If **You** have any questions about **Your Policy** documents, if any details are incorrect on any of the documentation **You** have received, or if **You** wish to make a change to **Your Policy**, please contact **Your Broker or Agent**, whose details are shown on **Your Schedule**. Please also contact **Us** if **You** require **Your** documents in an alternative format, for example large print.

## Authorisation

**Your Policy** is arranged and administered by:



Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 119908 Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

**Your Policy** is underwritten by:



Aviva Insurance Ireland DAC. Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Legal assistance is provided by:



AmTrust International Underwriters  
An AmTrust Financial Company

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland. Registered address: MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2 .

Home emergency assistance cover is provided by:



MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874. MAPFRE ASSISTANCE Agency Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway

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## The contract of insurance

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This **Policy** is a contract of insurance between **You** and **Us**, consisting of this **Policy** wording, **Your Schedule**, your statement of fact, any **Endorsements** and any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal. This **Policy** wording contains important information about what is and what is not covered under this **Policy**. **Your Schedule** shows the details of **Your** cover, including which sections are operative, any **Excess** which will be applied if **You** make a claim and whether any **Endorsements** are applicable.

In return for having accepted **Your** premium **We** will provide insurance for injury, loss, damage or liability under the sections of cover detailed in this **Policy** and on **Your Schedule**; subject to this occurring within the **Period of Insurance**.

## Your duty

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**We** have relied on the information you have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

**You** have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We** may be entitled to use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 including to cancel the **Policy**, reject a claim or limit the amount **We** pay **You** in the event of a claim

**We** may refuse a claim if there has been a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which **We** did not agree to cover. **You** should therefore inform **Us** if your circumstances change, so that **we** can consider whether any changes are required to **Your Policy**, including if:

- **You** build an extension onto your **Home**
- The occupancy of the property changes e.g., owner occupied to a let property
- **You** operate a business from the property

If **You** are in doubt as to the information provided, please immediately notify **Your Broker** or **Agent** as this could be treated as non-disclosure or misrepresentation and **We** may use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 as outlined above.

**You** are required to comply with all of the terms and conditions outlined in this **Policy** and **Endorsements** applied to this **Policy**, as shown on **Your Schedule** and if **You** fail to do so **Your Policy** may be cancelled, **Your** claim rejected or not fully paid.

Please note that the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

# Definition of words

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The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

## **Accidental Damage**

Sudden, unexpected and unintentional physical damage.

## **Bodily Injury**

A physical injury, death or disease that is caused by a sudden, unexpected, external and visible event.

## **Buildings**

**Your Home**, its fixtures and fittings and any other permanent structure within the boundary of **Your Home** that belongs to **You** or that **You** are legally responsible for, including the following:

- tennis courts, patios, paved terraces, paths, drives, garden walls, fences, gates, hedges, permanently connected drains, pipes, cables, service tanks, septic tanks, soakaways and central heating fuel storage tanks
- permanently installed swimming pools and hot tubs
- solar panels, wind turbines and ground source heating pumps permanently fixed to the **Buildings** or land belonging to **Your Home**

## **Business Equipment**

All computer equipment (including software, but excluding data) and office equipment owned by **You** and used for clerical purposes in connection with **Your** business that may be run from the **Home**.

## **Contents**

Household goods, personal property and **Business Equipment** within the **Home** that belong to **You** or **You** are legally responsible for, including the following:

- **Tenant's** fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- hot tubs not permanently installed
- deeds and registered bonds and other personal documents up to €1,500 in total
- stamps or coins forming part of a collection up to €2,500 in total
- **Valuables** within the **Home** up to 33% of the **Contents** sum insured and a single article or collection limit of 10% of the **Contents** sum insured, unless shown otherwise on **Your Schedule**

**Contents** does NOT include:

- **Motorised Vehicles or Craft**
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- any part of the **Buildings**
- any property held or used for business purposes other than **Business Equipment** up to €5,000 in total

## **Credit Cards**

**Credit Cards**, charge cards, debit cards, bank cards and cash dispenser cards issued in **Ireland** belonging to **You**.

## Definition of words Continued

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### **Domestic Staff**

A person(s) employed to carry out private domestic duties associated with **Your Home** and not employed by **You** in any capacity or in connection with any trade profession or employment.

### **Endorsement**

Any variations to the terms and conditions of this insurance as shown on **Your Schedule**.

### **Excess**

The first part of any claim **You** have to pay as stated on **Your Schedule** or **Endorsement**.

### **Heave**

Upward or sideways movement of the ground beneath **Your Buildings** caused by the soil expanding.

### **Home**

The private dwelling and its domestic outbuildings and garages at the address shown on **Your Schedule**.

### **Ireland**

**Ireland** will include the Republic of Ireland only.

### **Landslip**

Downward movement of sloping ground.

### **Money**

Current legal tender, cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), savings stamps, savings certificates, share certificates, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not including tickets or gift vouchers for sporting, musical, cultural events or festivals, or any items used for business purposes.

### **Motorised Vehicle or Craft**

Mechanically propelled or assisted vehicles which includes adults and children's motor cycles, quad bikes, trikes or go karts, trailers or caravans; including their parts and accessories, aircraft, drones, remotely piloted aircraft or unmanned aerial vehicles, hovercraft, boats, sailboards or any other craft designed to be used in or on water and any parts, accessories or spares for any of these other than:

- domestic gardening vehicles and equipment used within the boundaries of the land belonging to the **Home**
- mobility scooters, electric wheelchairs and power chairs; excluding vehicles registered for road use
- golf carts and trolleys
- remote-controlled toys and models

### **Period of Insurance**

The length of time for which this insurance is in force, as shown on **Your Schedule** and for which **You** have paid and **We** have accepted a premium.

## Definition of words Continued

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### Personal Possessions

Items that **You** wear, use or are normally carried about **Your** person all of which belong to **You** or for which **You** are legally responsible. **Personal Possessions** does NOT include contact, corneal or micro corneal lenses, dentures, crowns, caps or fillings in teeth.

### Policy

**Your Policy** wording and most recent **Schedule** including any **Endorsements**; which describes the cover provided, which **You** have paid for, or agreed to pay for and for which **We** have accepted the premium.

### Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

### Schedule

The **Schedule** forms part of this insurance and contains details of **You**, **Your** property to be insured, the sums insured, the **Excess**, any **Endorsements**, the **Period of Insurance** and the sections of this insurance which apply.

### Settlement

Downward movement of the land beneath the buildings as a result of compaction due to the weight of the buildings.

### Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph)
- torrential rain, falling at a rate of at least 25mm an hour
- snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

### Specified Item

Item(s) that have been individually identified to **Us** and are shown on **Your Schedule**.

### Subsidence

Downward movement of the ground beneath the **Buildings** by a cause other than **Settlement**.

### Tenant

The occupier(s) of the **Home** when let including let holiday homes OR the leaseholder(s) of the **Home**.

### Terrorism

An act or threat of force or violence by a person (whether acting alone, on behalf of or in connection with any organisation), whose intention is, for political, religious, ideological or other purposes, to influence any government or place the public in fear.

### Unoccupied

- Furnished for normal habitation but not lived in for more than 60 days in a row.  
By lived in **We** mean that the **Home** must be occupied at least 5 nights in a row each month or 2 nights in a row each week within a 60 day period.
- Insufficiently furnished for normal habitation

## Definition of words Continued

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### **Valuables**

Jewellery, furs, gold, silver, gold and silver plated articles and other precious metals, gems, stones, pictures, paintings and other works of art.

### **Vermin**

Animals that are destructive, including but not limited to; rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

### **We / Us / Our**

Prestige Underwriting Services (Ireland) Limited on behalf of Aviva Insurance Ireland DAC.

### **You / Your**

The persons named as the policyholder on the **Schedule** and any of the following who normally live with them: husband, wife, partner (a person living with them as though married, civil partner, children, parents and other relatives.

### **Your Broker or Agent**

The person or persons who placed this Insurance on **Your** behalf.



## General conditions

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These general conditions apply to the sections of cover **You** have chosen, which are shown on **Your Schedule**.

If **Your Policy** is providing cover for more than one **Home** as shown on **Your Schedule**, **We** will consider each property as if it were insured separately.

**You** must comply with these conditions to have full protection of **Your Policy**. If **You** do not comply with them **Your Policy** may be cancelled or **Your** claim rejected.

### 1. The law which applies to this policy

**You** and **We** can choose the law which applies to this **Policy**. **We** propose that the law of Ireland applies unless **You** and **We** agree otherwise.

### 2. Rights of third parties

No third party shall have any rights under this **Policy** or the right to enforce any part of it unless provided for by law or expressly stated in this **Policy**.

### 3. Changes to Your Policy

**We** may refuse a claim if there has been a change to the subject matter of the **Policy**, and the circumstances have changed to such an extent that the new risk is something which **We** did not agree to cover. **You** should therefore inform **Us**, via **Your Broker** or **Agent** if **Your** circumstances change, so that **we** can consider whether any changes are required to **Your Policy**, including but not limited to, the following changes:

- if **You** change **Your** insured or correspondence address
- if **You** intend to let or sub-let **Your Home**
- if the **Tenant** type at the **Home** changes
- if **Your Home** is used for business purposes other than clerical work
- if **You** intend to use **Your Home** for any reason other than private residential purposes
- if **Your Home** becomes **Unoccupied**
- if **You** become bankrupt
- if **You** are convicted of a criminal offence other than driving offences
- if the occupancy of the **Home** changes
- if the **Contents**, **Valuables** or **Personal Possessions** sum insured changes (if **You** have these sections insured with **Us**)
- if the full rebuilding cost of **Your** property changes (if **You** have **Buildings** cover with **Us**)
- if **You** plan to do any of the following works to the **Buildings**:
  - extensions
  - works affecting load bearing walls
  - roofing work over 20% of the roof area
  - any structural works including demolition
  - any works costing 50% or more of the **Buildings** sum insured
- if the type of locks or alarm change or if **You** no longer have an alarm maintenance contract in force

When **You** tell **Us** about a change **We** will reassess the premium and terms of **Your Policy** and advise **You** of any changes

If **you** are unsure if any change not listed here is material, please refer to **your broker or agent** to ensure **your** cover is not affected.

If **We** are unable to continue cover, **We** will notify **You** and arrange for **Your Policy** to be cancelled as per the section headed 'Cancellation' within this policy wording.

## General conditions Continued

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### 4. Cancellation

#### Statutory cancellation rights

**You** may cancel this **Policy** within 14 working days after the contract has concluded (the cooling off period). If cover has not commenced a full refund will be given, if cover has commenced **We** will refund the premium paid for the period of unused cover. There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**.

#### Cancellation outside the statutory period

**You** may cancel **Your Policy** at any time after the cooling off period, when **We** will refund any premium paid for the period of unused cover. There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**.

To cancel **Your Policy**, please notify **Your Broker or Agent**.

#### Our right to cancel

**We** and **Your Broker or Agent** can cancel **Your Policy** at any time by sending **You** 7 working days written notice to **Your** last known address. **We** will refund any premium paid for the period of unused cover.

Valid reasons for cancellation may include;

- where **You** fail to notify **Us** as soon as possible of a change in information **You** have previously given **Us**
- where **You** fail to pay the agreed premium or any additional premiums applicable or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments, where **We** have made reasonable attempts to collect outstanding premium
- where there is a change in circumstances that **You** fail to tell **Us** about or which no longer meets **Our** underwriting criteria
- where **You** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard property insured under this **Policy** from loss or damage
- where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests

### 5. Premium Payment

**We** will not make any payment under this **Policy** unless **You** have paid or agreed to pay all applicable premiums in full. In the event of non-payment of the premium or a default if **You** are paying by instalments, **We** or **Your Broker or Agent** may cancel the **Policy** by sending **You** 7 working days written notice to **Your** last known address.

## General conditions Continued

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### 6. Sums Insured

**You** have an ongoing duty to ensure that **Your** sums insured represent the full value of the property insured at all times.

For **Buildings**, this means the cost of rebuilding the **Buildings** if they were completely destroyed, including demolition, debris removal and professional fees. This will not necessarily be the market value.

For **Contents**, including **Valuables** and **Personal Possessions**, this is the current cost as new. Other than clothes, furs and household linen where the current cost as new less an appropriate allowance for wear and tear may be applied.

If the amount shown on **Your Schedule** represents less than 100% of the full value, **We** will only settle claims at the percentage **You** are insured for.

For example, if **Your** sums insured only represent 70% of the full value, **We** will not pay more than 70% of **Your** claim.

### 7. Proof of value

For all **Valuables** valued in excess of €2,500 **You** must hold an appropriate valuation, no more than 3 years old, which must be made available to **Us** upon request, should **You** make a claim for the item(s).

### 8. Index Linking

**We** continuously monitor a number of rebuilding and household goods indices and may adjust your **building** and **contents** sums insured each year using the index that **we** feel best protects **you** against the effects of inflation.

**We** will not charge **You** an extra premium for any monthly increase, but at each renewal. **We** will calculate the premium using the new sums insured. For **Your** protection should the index fall below zero **We** will not reduce the sum insured.

The sum insured will continue to increase during repair or replacement following loss or damage to the **Contents** provided that at the time it represents the full replacement cost on a new for old basis and **You** ensure that repairs or replacement are carried out without undue delay.

**Valuables & Personal Possessions:** The sum insured for these items are not adjusted and the onus is on **You** to ensure the sum insured is adequate.

### 9. Policy Fee

**We** reserve the right to apply an administration fee to **Your Policy** and retain this upon cancellation.

### 10. Taking care of Your property and preventing loss or damage

**You** must take steps to maintain the **Home** in a good state of repair and take all reasonable precautions to avoid loss, damage or injury and to safeguard all property insured from loss or damage.

### 11. No Claim Discount

If **You** make a claim under **Your Policy** **We** will reduce **Your** no claim discount at the renewal date of **Your Policy**. If **You** do not make a claim under **Your Policy** **We** will increase **Your** no claim discount at the renewal date of **Your Policy** until **You** reach the maximum discount.

## General conditions Continued

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We will reduce **your** no claims discount at the renewal date of **your policy** as follows:

5+ years to 3 years

4 years to 2 years

3 years to 1 year

2 or 2 years to no years

if **you** have two or more claims in the last year **your** discount is reduced to no years.

### 12. Fraudulent claims

We will not pay any claim if **Your** conduct or the conduct of anyone acting on **your** behalf involves fraud of any kind, including if **Your** claim contains information that is false or misleading in any material respect and which **You** either know to be false or misleading or consciously disregard whether it is false or misleading. If **You** know of, or deliberately cause any injury or damage, **We** will not pay **Your** claim and may cancel **Your Policy**.

Throughout **Your** dealings with **Us** **We** expect **You** to act honestly. If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be, or consciously disregarding whether it is, false or misleading in any material respect
- make a statement in support of a claim knowing the statement to be, or consciously disregarding whether it is, false or misleading in any material respect
- submit a document in support of a claim knowing the document to be, or consciously disregarding whether it is, false or misleading in any material respect
- make a claim in respect of any loss or damage caused by **Your** deliberate act or with **Your** involvement

then **We**:

- may not pay the claim
- will not pay any other fraudulent claim that has been or will be made under the **Policy**
- may cancel the **Policy** from the date the fraudulent claim was submitted
- will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the **Policy** commenced
- may not refund any premium paid for the **Policy**
- may inform the Garda/Police of the circumstances

### 13. Sanctions Clause

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 14. Refunds

The minimum amount **We** will refund is €10. Any refund less than €10 will not be given.

### 15. Stamp Duties Consolidation Act 1999

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

### 16. Subrogation

Before or after **We** make a claim payment under **Your Policy**, **You** or a member of **Your** household shall at **Our** request take all reasonable steps needed to enforce **Your** rights against any other, person, including the defence or settlement of a claim or the pursuit of a claim in any person's name, unless excluded by law.

### 17. Insurance Act 1936

All monies which become or may become payable by **Us** to **You** under this **Policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

## General exclusions

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These exclusions apply throughout **Your Policy**.

We will not pay for:

**1. Any loss or damage caused by:**

- a) confiscation or detention by customs or other officials or authorities
- b) reduction in value of any property following its repair or reinstatement
- c) riot or civil commotion outside **Ireland**
- d) sonic bangs, pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**2. Gradual deterioration/maintenance**

Any loss or damage caused by wear and tear, corrosion, damp, mould, dry or wet rot or fungus or any other damage that happens gradually over time and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and/or its **Contents**.

**3. Liability Insurance**

Any liability which is covered under a more specific **Policy**. This exclusion applies to liability to **Domestic Staff**, **Tenant's** liability, public liability and property owners liability.

**4. Pollution/contamination**

Loss, damage, liability or **Bodily Injury** arising directly or indirectly from pollution or contamination unless caused by:

- a) a sudden and unforeseen and identifiable incident;
- b) leakage of oil from a domestic oil installation at **Your Home**

**5. Radioactive or nuclear contamination**

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from:

- a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

**6. War and Terrorism**

We will not cover loss, damage or liability which results directly or indirectly from war, invasion, terrorism, activities of a foreign enemy, hostilities (whether or not war has been declared), revolution, insurrection (rebellng against the government), military or usurped (seized by force) power.

## General exclusions Continued

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### 7. Sulphides

We will not cover any loss, damage and/or liability resulting from the presence of any sulphides including but not limited to pyrite and/or their derivatives.

### 8. Illegal activities, Criminal, Intentional acts or omission

We will not pay for any loss, damage or liability arising as a result of a criminal act, an intentional act or omission or the use of the **Home** for illegal activities where:

- a) **Your** act or omission caused the loss or damage
- b) **You** abetted or colluded in the act, omission or use of the **Home**, or
- c) **You** consented to the act, omission or use of the **Home** and knew or ought to have known that the act or omission would cause the loss or damage.

### 9. You are not covered for loss or damage:

- caused by cleaning, restoring, altering, dyeing, repairing, dismantling, misusing, maintaining or extending
- or liability arising out of the activities of contractors. Whilst contractors are at the **Home**, there is no cover for theft or attempted theft from the **Home** unless there is physical evidence of forced entry to, or exit from, the **Home**
- in connection with **Your** business, trade or profession, other than damage to **Business Equipment** caused by faulty workmanship, faulty materials or faulty design (other than in respect of **Your** liability as property owner)
- that would not have occurred if **You** had not failed to deal with damage to the property, which **You** could reasonably be expected to have noticed or where there has been an unreasonable delay in dealing with the damage
- that occurred before this **Policy** commenced
- more specifically covered by another **Policy**, legislation or guarantee
- caused by any **Vermin**, insects, pet or domesticated animal

### 10. Cyber risks

We will not pay any loss or liability arising directly or indirectly from or in connection with a Cyber Loss unless otherwise stated in this policy.

For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

Cyber Act means a deliberate, unauthorised, malicious or criminal act or series of related deliberate unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.

Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## Claim conditions

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### How to make a claim

If **you** have experienced a problem that may result in a claim phone **our** Property Claims Service on 1800 147 147 as soon as you can for help and guidance with **your** claim.

### How we settle claims

At **our** sole discretion, we will decide how to settle **your** claim. **We** may arrange for a contractor appointed by **us** to repair, reinstate or replace the lost or damaged property. Where **we** opt to use our discretion to reinstate property to settle a claim, **we** will provide **you** in advance with details of the scope of the work that has been approved and the cost.

If **we** decide to pay a cash amount to settle the loss or damage **we** will not pay more than a contractor appointed by **us** would have charged for the repair, replacement or reinstatement.

If **we** decide to settle **your** claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by **us** and a portion of the agreed sum will be retained by **us**, as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope.

When these agreed works have been completed within the agreed scope and supporting invoices and receipts or any additional evidence **we** may reasonably request have been provided to **us** to confirm the total cost incurred, the full agreed sum will be paid.

### Policy excess

**We** will apply the appropriate **excess** as shown in **your** policy schedule against all claims.

### Under insurance

If at the time of any loss or damage **we** deem **you** to be under-insured (i.e.. the sum insured shown on the **policy schedule**, under any section, is deemed, by **us**, to be less than the total reinstatement value of that section), **we** may reduce **your** claim under that section by the same percentage for which you are under-insured.

### Matching items

**We** will not pay for the cost of replacing any undamaged items forming part of a pair, set, collection, suite or larger item. In the case of floor coverings, **we** will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

### Reinstating the sums insured

**We** will not reduce the sums insured in respect of buildings and/or contents by the amount of any claim **we** may pay.

### Wear and tear, loss in value or deterioration

If **we** accept a claim, **we** will settle it without taking off an amount for normal wear, tear, loss in value or deterioration if:

- **you** have kept the buildings in good repair;
- the sum insured on **buildings** equals the full cost of reinstating them;
- the **buildings** have been reinstated; or
- in the case of **contents**, the claim does not relate to household linen, sports equipment, bicycles or floor coverings more than 12 months old.

## Claim conditions Continued

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### Other insurances

If at the time of a claim another policy covers any item or event insured under this policy, **we** will only pay our proportionate share of the claim regardless of any exclusions which apply under the other policy.

### Arbitration

Any dispute between **you** and **us** (about **our** liability over a claim or the amount to be paid), must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If **you** do not refer such a dispute to arbitration within 12 months, **we** will treat the claim as abandoned.

### Your responsibilities

In the event of a claim **you** must:

- immediately let **us** know about any event which may give rise to a claim under the **policy**;
- not admit, deny, negotiate, or settle a claim without our written permission;
- let the police know immediately if property is lost, stolen, maliciously damaged or vandalised;
- within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which **we** may need;
- let **us** know immediately about any claims made against **you** or, if legal steps or procedures are involved, send **us** all communications **you** have received; and
- immediately allow **us** to inspect any damage to property which **you** may claim for under this **policy**.

### Our rights

In the event of a claim **we** may:

- enter any building where loss or damage has happened and deal with the salvage, but **you** may not leave property with **us** for **us** to deal with;
- take over, and carry out in **your** name, the defence or settlement of any claim;  
or
- take legal proceedings in **your** name against other people to recover any payment **we** have made under this **policy**. **We** will pay any costs involved and keep any benefit.



## Section 1 - Buildings - (Standard cover)

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p> <p>Your Policy covers loss or damage to the <b>Buildings</b> caused by:</p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p>
<p>1. fire and resultant smoke damage, lightning, explosion or earthquake</p>	<p>smoke damage caused by smog, agricultural or industrial operations</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	
<p>3. <b>Storm</b>, flood or weight of snow</p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by <b>Subsidence, Heave or Landslip</b> other than as covered under number 10 in Section 1 – <b>Buildings</b> - Standard cover</li> <li>b) to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences</li> <li>c) caused by frost</li> <li>d) caused by rising ground water levels</li> </ul>
<p>4. escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) while the <b>Home</b> is <b>Unoccupied</b></li> <li>b) caused by <b>Subsidence, Heave or Landslip</b> other than as covered under number 10 in Section 1 – <b>Buildings</b> - Standard cover</li> <li>c) to domestic fixed fuel-oil tanks and swimming pools</li> <li>d) caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless You have chosen <b>Accidental Damage</b> cover)</li> </ul>
<p>5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>loss or damage;</p> <ul style="list-style-type: none"> <li>a) while the <b>Home</b> is unfurnished or <b>Unoccupied</b></li> <li>b) to any fixed domestic heating installation due to water and tear, rust or gradual deterioration as a result of faulty workmanship</li> <li>c)</li> </ul>
<p>6. theft or attempted theft</p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) while the <b>Home</b> is <b>Unoccupied</b></li> <li>b) while the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry</li> </ul>
<p>7. collision by any vehicle or animal</p>	<p>loss or damage caused by domestic pets or any animal owned by you</p>
<p>8. malicious acts or vandalism</p>	<p>loss or damage while the <b>Home</b> is <b>Unoccupied</b></p>

## Section 1 - Buildings – (Standard cover) Continued

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p> <p>Your Policy covers loss or damage to the <b>Buildings</b> caused by:</p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b></p>
<p>9. any person taking part in a riot, violent disorder, strike, labour and political disturbance or civil commotion</p>	<p>loss or damage not reported to the Garda/Police</p>
<p>10. <b>Subsidence, Heave or Landslip</b></p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) to domestic fixed fuel-oil tanks, ground source heating pumps, wind turbines, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences, unless the <b>Home</b> is damaged at the same time by the same event</li> <li>b) to solid floors unless the foundations beneath the load bearing walls of the <b>Home</b> are damaged at the same time by the same event</li> <li>c) which compensation has been provided for or would have been but for the existence of this insurance under any contract, legislation or guarantee by law</li> <li>d) caused by coastal or riverbank erosion</li> <li>e) due to normal <b>Settlement</b>, shrinkage or expansion</li> <li>f) whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the <b>Buildings</b></li> </ul>
<p>11. breakage or collapse of fixed radio and 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>12. falling trees, telegraph poles, solar panels, wind turbines or lamp-posts</p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by trees being cut down or cut back within the <b>Home</b></li> <li>b) to gates and fences</li> </ul>

## Section 1 - Buildings - (Additional cover)

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p>	<p><i>What Your Policy does <u>not</u> cover:</i></p>
<p>A) <b>Accidental Damage</b> to fixtures &amp; fittings</p> <p>We will pay for <b>Accidental Damage</b> to;</p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of repairing, removing or replacing frames)</li> <li>• solar panels and wind turbines</li> <li>• <b>Sanitary Ware</b></li> <li>• ceramic hobs</li> </ul> <p>all forming part of the <b>Buildings</b></p>	<p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b></p> <ul style="list-style-type: none"> <li>a) loss or damage while the <b>home</b> is <b>unoccupied</b></li> <li>b) anything which happens gradually</li> <li>c) chewing, scratching, tearing or fouling by pets</li> <li>d) when any part of the <b>buildings</b> is used by tenant or paying guests, or if there is business or professional use, in that part of the <b>buildings</b> which the public have access to</li> <li>e) for faulty workmanship or faulty design</li> <li>f) electrical or mechanical breakdown</li> <li>g) maintenance, or routine repair or decoration</li> <li>h) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration</li> <li>i) loss or damage we specifically exclude or provide for under any other section of this <b>policy</b>.</li> </ul>
<p>B) <b>Accidental Damage</b> to underground services</p> <p>We will pay for <b>Accidental Damage</b> to;</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water supply pipes</li> <li>• underground sewers drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>You</b> are legally responsible for</p>	<ul style="list-style-type: none"> <li>a) damage to septic tank filters unless due to root infiltration</li> <li>b) anything which happens gradually</li> <li>c) chewing, scratching, tearing or fouling by pets</li> <li>d) for faulty workmanship or faulty design</li> <li>e) electrical or mechanical breakdown</li> <li>f) maintenance, or routine repair or decoration</li> <li>g) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration</li> <li>h) loss or damage we specifically exclude or provide for under any other section of this <b>policy</b>.</li> </ul>
<p>C) loss of rent/alternative accommodation</p> <p>We will pay for;</p> <ul style="list-style-type: none"> <li>• loss of rent due to <b>You</b> which <b>You</b> are unable to recover</li> <li>• alternative accommodation for <b>You</b> and <b>Your</b> domestic pets, the same as <b>Your</b> existing accommodation, which <b>You</b> have to pay for</li> </ul> <p>while the <b>Buildings</b> cannot be lived in following loss or damage that is covered under Section 1 - <b>Buildings</b> - Standard cover</p>	<ul style="list-style-type: none"> <li>a) any amount per claim over 20% of the <b>Buildings</b> sum insured shown on <b>Your Schedule</b></li> <li>b) any costs recoverable elsewhere</li> <li>c) any costs incurred without <b>Our</b> agreement to pay</li> <li>d) any costs after the property is reinstated and ready for habitation</li> </ul>

## Section 1 - Buildings – (Additional cover) Continued

Your Schedule tells You if this section is in force.

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>D) professional fees and expenses</p> <p>expenses You have to pay and which We have agreed for:</p> <ul style="list-style-type: none"> <li>• architects, surveyors, consulting engineers and legal fees</li> <li>• the cost of removing debris and making safe the <b>Buildings</b></li> <li>• costs You have to pay in order to comply with any government or local authority requirements</li> </ul> <p>following loss or damage to <b>Buildings</b> which are covered under Section 1</p>	<p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p> <p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if government or local authority requirements have been served on You before the loss or damage</p>
<p>E) loss of oil or metered water</p> <p>loss of oil or increased metered water charges You have to pay following an escape of water or oil, which gives rise to an admitted claim under number 4 or 5 of Section 1 – <b>Buildings</b> - Standard cover</p>	<p>a) loss or damage while the <b>Home</b> is <b>Unoccupied</b></p> <p>b) more than €1,000 in any <b>Period of Insurance</b>. If You claim for such loss under Sections 1 and 2, We will not pay more than €1,000 in total</p>
<p>F) sale of <b>Your Home</b></p> <p>anyone buying the <b>Home</b> will have the benefit of Section 1 from the date of exchange until the sale is completed or the <b>Period of Insurance</b> ends, whichever is sooner</p>	<p>if the <b>Buildings</b> are insured under any other <b>Policy</b></p>
<p>G) trace &amp; access</p> <p>the cost of tracing the source of the damage covered under number 4 and 5 of Section 1 – <b>Buildings</b> - Standard cover and the replacement or repair of any damage to the <b>Buildings</b> while carrying out the investigations</p>	<p>a) more than €5,000 in one <b>Period of Insurance</b></p> <p>b) the cost of repair of the source of the damage unless it is covered elsewhere within <b>Your Policy</b></p>

## Section 1 - Buildings – (Additional cover) Continued

Your Schedule tells You if this section is in force.

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>H) emergency access</p> <p>loss or damage to the <b>Buildings</b> caused by the emergency services gaining access to the <b>Home</b> in the course of their duty</p> <p>the <b>Excess</b> does not apply to this cover</p>	<p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p>
<p>I) garden, plants &amp; shrubs</p> <p>any loss or damage to plants, trees, bushes, shrubs and lawns at the <b>Home</b> as a result of number 1 and 3 - 9 under Section 1 – <b>Buildings</b> - Standard cover</p>	<p>more than €1,000 in any <b>Period of Insurance</b></p>
<p>J) replacement locks</p> <p>The cost of replacing and fitting locks on external doors of the <b>Buildings</b> at the <b>Home</b>, or to any safe or alarm installed at the <b>Home</b>, following theft or loss of keys belonging to <b>You</b></p>	<p>a) more than €500 per claim</p> <p>b) more than €2,500 in any <b>Period of Insurance</b>. If <b>You</b> claim under Sections 1 and 2, <b>We</b> will not pay more than €2,500 in total</p>
<p>K) fire brigade</p> <p>charges <b>You</b> have to pay as a result of fire damage to the <b>Buildings</b> which gives rise to an admitted claim under number 1 of Section 1 – <b>Buildings</b></p>	<p>more than €3,175 during the <b>Period of Insurance</b>. If <b>You</b> claim for such loss under Sections 1 and 2 <b>We</b> will not pay more than €3,175 in total.</p>

## Section 1 - Buildings – Accidental Damage

Your **Schedule** tells You if this section is in force.

<p><i>What Your Policy covers:</i></p> <p>Your <b>Policy</b> covers loss or damage to the <b>Buildings</b> caused by:</p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p>
<p><b>Accidental Damage</b></p>	<p>loss or damage:</p> <ul style="list-style-type: none"><li>a) while the <b>Home</b> is <b>Unoccupied</b></li><li>b) <b>We</b> specifically exclude elsewhere under Section 1 – <b>Buildings</b> - Standard cover</li><li>c) caused by frost</li><li>d) arising from mechanical or electrical breakdown or failure</li><li>e) caused by any part of the <b>Buildings</b> moving, settling, shrinking, collapsing or cracking</li><li>f) when the <b>Home</b> is lent, let or sublet</li><li>g) to drives, gates, hedges, fences, patios, paths, walls, fixed fuel tanks, tennis courts and swimming pools</li></ul>

## Section 2 – Contents – (Standard cover)

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p> <p>Your Policy covers loss or damage to the <b>Contents</b> caused by:</p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p>
<p>1. fire and resultant smoke damage, lightning, explosion or earthquake</p>	<p>smoke damage caused by smog, agricultural or industrial operations</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	
<p>3. <b>Storm</b>, flood or weight of snow</p>	<p>loss or damage:</p> <p>a) caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under number 10 of Section 2 – <b>Contents</b> – Standard cover</p> <p>b) caused by rising ground water levels</p> <p>c) caused by frost</p>
<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>loss or damage:</p> <p>a) while the <b>Home</b> is <b>Unoccupied</b></p> <p>b) caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on (unless You have <b>Accidental Damage</b> cover)</p>
<p>5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	<p>a) while the <b>Home</b> is unfurnished or <b>Unoccupied</b></p> <p>b) to any fixed domestic heating installation due to wear and tear, rust or gradual deterioration as a result of faulty workmanship</p> <p>c)</p>
<p>6. theft or attempted theft</p>	<p>loss or damage:</p> <p>a) while the <b>Home</b> is <b>Unoccupied</b></p> <p>b) while the <b>Home</b> is lent, let or sublet unless there is physical evidence of violent and forcible entry</p> <p>c) by deception other than deception used to solely enter the <b>Home</b></p> <p>d) of <b>Money</b> unless force is used to gain entry to or exit from <b>Your Home</b></p> <p>e) more than €5,000 per claim for detached domestic outbuildings/garages at the <b>Home</b></p> <p>f) more than €10,000 per claim for attached domestic outbuildings/garages at the <b>Home</b></p>
<p>7. collision by any vehicle or animal</p>	<p>loss or damage caused by domestic pets</p>
<p>8. malicious acts or vandalism</p>	<p>loss or damage while the <b>Home</b> is <b>Unoccupied</b></p>

## Section 2 – Contents – (Standard cover) Continued

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p> <p>Your Policy covers loss or damage to the <b>Contents</b> caused by:</p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p>
<p>9. any person taking part in a riot, violent disorder, strike, labour and political disturbance or civil commotion</p>	<p>loss or damage not reported to the Garda/Police</p>
<p>10. <b>Subsidence, Heave or Landslip</b></p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) due to damage arising by movement of solid floors unless the foundations beneath the load bearing walls of the <b>Home</b> are damaged at the same time by the same event</li> <li>b) which compensation has been provided for or would have been but for the existence of this insurance under any contract, legislation or guarantee by law</li> <li>c) caused by coastal or riverbank erosion</li> <li>d) due to normal <b>Settlement</b>, shrinkage or expansion</li> <li>e) while the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the <b>Buildings</b></li> </ul>
<p>11. falling trees, telegraph poles, solar panels, wind turbines or lamp-posts</p>	<p>loss or damage caused by trees being cut down or cut back within the <b>Home</b></p>



## Section 2 – Contents – (Additional cover)

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p>	<p><i>What Your Policy does <u>not</u> cover:</i></p>
<p>A) <b>Accidental Damage</b> to fixtures &amp; fittings</p> <p><b>We will pay for Accidental Damage to:</b></p> <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of repairing, removing or replacing frames)</li> <li>• glass tops and fixed glass in furniture</li> <li>• ceramic hobs</li> <li>• <b>Sanitary Ware</b></li> <li>• mirrors</li> </ul>	<p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b>.</p> <ul style="list-style-type: none"> <li>a) loss or damage while the <b>home</b> is <b>unoccupied</b></li> <li>b) anything which happens gradually</li> <li>c) chewing, scratching, tearing or fouling by pets</li> <li>d) when any part of the <b>buildings</b> is used by tenant or paying guests, or if there is business or professional use, in that part of the <b>buildings</b> which the public have access to</li> <li>e) for faulty workmanship or faulty design</li> <li>f) electrical or mechanical breakdown</li> <li>g) maintenance, or routine repair or decoration</li> <li>h) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration</li> <li>i) loss or damage we specifically exclude or provide for under any other section of this <b>policy</b>.</li> </ul>
<p>B) <b>Accidental Damage</b> to underground services</p> <p><b>We will pay for Accidental Damage to:</b></p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water supply pipes</li> <li>• underground sewers drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>You</b> are legally responsible for as <b>Tenant</b> only</p>	<ul style="list-style-type: none"> <li>a) damage to septic tank filters unless due to root infiltration</li> <li>b) anything which happens gradually</li> <li>c) chewing, scratching, tearing or fouling by pets</li> <li>d) for faulty workmanship or faulty design</li> <li>e) electrical or mechanical breakdown</li> <li>f) maintenance, or routine repair or decoration</li> <li>g) wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration</li> <li>h) loss or damage we specifically exclude or provide for under any other section of this <b>policy</b>.</li> </ul>
<p>C) alternative accommodation</p> <p><b>We will pay the cost of alternative accommodation for <b>You</b> and <b>Your</b> domestic pets, the same as <b>Your</b> existing accommodation and temporary storage of <b>Your Contents</b>, if the <b>Home</b> cannot be lived in following loss or damage which is covered under numbers 1 to 11 of Section 2 – <b>Contents</b> – Standard cover</b></p>	<ul style="list-style-type: none"> <li>a) any amount per claim over 20% of the <b>Buildings</b> sum insured shown on <b>Your Schedule</b></li> <li>b) any costs recoverable elsewhere</li> <li>c) any costs incurred without <b>Our</b> agreement to pay</li> <li>d) any costs after the property is reinstated and ready for habitation</li> </ul>

## Section 2 – Contents – (Additional cover) Continued

Your Schedule tells You if this section is in force.

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<p>D) <b>Accidental Damage</b> to electronic equipment</p> <p>We will pay for <b>Accidental Damage</b> to:</p> <ul style="list-style-type: none"> <li>• televisions including satellite decoders and receivers and personal recording devices</li> <li>• audio and video equipment</li> <li>• personal computers, laptops and web books</li> </ul> <p>all situated within the <b>Home</b></p>	<p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p> <p>loss or damage:</p> <ol style="list-style-type: none"> <li>a) while the <b>Home</b> is <b>Unoccupied</b></li> <li>b) to records, compact discs, computer disks, cassettes or equipment, tapes, discs, memory sticks and computer software</li> <li>c) electrical or mechanical breakdown</li> <li>d) to computers or computer equipment by:             <ol style="list-style-type: none"> <li>i) erasure or distortion of data</li> <li>ii) accidental erasure or mislaying or misfiling or documents or records</li> <li>iii) viruses</li> </ol> </li> <li>e) arising from the cost of remaking any film, disc or tape or the value of any information contained on it</li> <li>f) to games consoles</li> <li>g) to digital cameras, video cameras, or digital imaging equipment that are primarily designed to be hand-held</li> <li>h) to mobile phones and hand held multi-media players or similar items designed and intended to be portable, other than laptop computers and web books</li> </ol>
<p>E) loss of oil or metered water</p> <p>loss of oil or increased metered water charges You have to pay following an escape of water or oil, which gives rise to an admitted claim under number 4 or 5 of Section 2 – <b>Contents</b> – Standard cover</p>	<ol style="list-style-type: none"> <li>a) loss or damage while the <b>Home</b> is <b>Unoccupied</b></li> <li>b) more than €1,000 in any <b>Period of Insurance</b>. If You claim for such loss under Sections 1 and 2 We will not pay more than €1,000 in total.</li> </ol>
<p>F) <b>Contents</b> temporarily removed from Your <b>Home</b></p> <p>We will pay for loss or damage to <b>Contents</b> under numbers 1 to 11 of Section 2 – Contents – Standard cover whilst temporarily removed from Your <b>Home</b> and kept securely in:</p> <ul style="list-style-type: none"> <li>• any occupied private building</li> <li>• any building where You are living or working</li> </ul>	<p>loss or damage:</p> <ol style="list-style-type: none"> <li>a) to <b>Contents</b> outside Ireland</li> <li>b) of <b>Money</b> or <b>Credit Cards</b></li> <li>c) to <b>Contents</b> within a professional storage facility for more than 60 days</li> <li>d) any amount per claim over 20% of the sum insured under Section 2 while in a professional storage facility</li> </ol>

## Section 2 – Contents – (Additional cover) Continued

Your Schedule tells You if this section is in force.

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<ul style="list-style-type: none"> <li>• any <b>Building</b> for valuation, cleaning or repair</li> <li>• any professional storage facility <b>Building</b></li> <li>• any bank or safe deposit <b>Building</b></li> </ul> <p>for up to 120 days in any <b>Period of Insurance</b></p>	<p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b></p> <ul style="list-style-type: none"> <li>e) to <b>Contents</b> removed for exhibition or sale under number 6 of Section 2 – <b>Contents</b></li> <li>f) – Standard cover, unless there is physical evidence of forced entry to, or exit from the <b>Building</b></li> </ul>
<p>G) <b>Contents</b> at university, college or boarding school</p> <p>We will pay for loss or damage to <b>Contents</b> covered under numbers 1 to 11 of Section 2 – <b>Contents</b> – Standard cover.</p> <p>Cover applies when You are living in accommodation in <b>Ireland</b>, whilst attending university, college or boarding school</p>	<ul style="list-style-type: none"> <li>a) more than €5,000 per claim</li> <li>b) for loss or damage under numbers 6 or 8 of Section 2 – <b>Contents</b> – Standard cover, unless there is physical evidence of forced entry to or exit from the accommodation</li> </ul>
<p>H) emergency access</p> <p>any loss or damage caused by the emergency services gaining access to the <b>Home</b> in their course of duty</p> <p>the <b>Excess</b> does not apply to this cover.</p>	
<p>I) household removals</p> <p>loss of or damage to <b>Contents</b> under numbers 1 to 11 of Section 2 – <b>Contents</b> – Standard cover including <b>Accidental Damage</b> if shown as included on Your <b>Schedule</b>, while being removed permanently from Your <b>Home</b> by a professional removal company, to any other private property You are going to live in within <b>Ireland</b>, including whilst being stored within a professional storage facility for up to 72 hours</p>	<p>any amount per claim over 20% of the sum insured under Section 2 while in a professional storage facility loss or damage:</p> <ul style="list-style-type: none"> <li>a) to <b>Contents</b> outside <b>Ireland</b></li> <li>b) of <b>Money</b> or <b>Credit Cards</b></li> </ul>

## Section 2 – Contents – (Additional cover) Continued

Your Schedule tells You if this section is in force.

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<p>J) replacement locks</p> <p>the cost of replacing and fitting locks on external doors of the <b>Buildings</b> at the <b>Home</b>, or to any safe or alarm installed at the <b>Home</b>, following theft or loss of keys belonging to <b>You</b></p>	<p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b></p> <p>a) more than €500 per claim b) more than €2,500 in any <b>Period of Insurance</b>. If <b>You</b> claim under Sections 1 and 2, <b>We</b> will not pay more than €2,500 in total</p>
<p>K) <b>Tenants liability</b></p> <p><b>We</b> will pay for loss or damage to the <b>Buildings</b> which <b>You</b> are legally responsible for as a <b>Tenant</b>, arising under numbers 1 to 11 of Section 2 – Contents – Standard cover including <b>Accidental Damage</b> if shown as included on Your <b>Schedule</b></p>	<p>any amount per claim over 10% of the sum insured for <b>Contents</b> for loss or damage to the <b>Buildings</b></p> <p>loss or damage:</p> <p>a) while the <b>Home</b> is <b>Unoccupied</b> b) to the <b>Buildings</b> caused by fire, lightning or explosion other than to the landlord's fixtures and fittings c) under numbers 8, 9 or 10 of Section 2 – <b>Contents</b> – Standard cover d) to fixtures and fittings <b>You</b>, as the <b>Tenant</b>, have installed</p>
<p>L) fatal injury</p> <p><b>We</b> will pay:</p> <p>for fatal injury occurring to <b>You</b> at the <b>Home</b>, caused by fire or outward and visible violence by burglars, provided death occurs within 12 months of sustaining such injury.</p> <p>the <b>Excess</b> does not apply to this cover.</p>	<p>a) more than €5,000 per claim for each insured person under the age of 16 b) more than €10,000 per claim for each insured person aged 16 or over</p>
<p>M) temporary increases to the <b>Contents</b> sum insured</p> <p><b>Your Contents</b> sum insured is increased by 10%, for the period 30 days before and 30 days after:</p> <ul style="list-style-type: none"> <li>• a wedding, civil partnership, anniversary, birthday and/or</li> <li>• a religious celebration</li> </ul>	

## Section 2 – Contents – (Additional cover) Continued

Your Schedule tells You if this section is in force.

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<p>N) guests, visitors and <b>Domestic Staff</b> personal effects</p> <p><b>We</b> will pay for loss or damage under numbers 1 to 11 of Section 2 – <b>Contents</b> – Standard cover whilst in <b>Your Home</b></p>	<p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b></p> <p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) specifically excluded under Section 2</li> <li>b) more specifically insured elsewhere</li> <li>c) more than €500 for each visitor per claim</li> </ul>
<p>O) domestic freezer cover</p> <p><b>We</b> will pay the cost of replacing frozen food spoilt in any fridge or freezer in <b>Your Home</b> used for domestic purposes caused by:</p> <ul style="list-style-type: none"> <li>• a rise or fall in temperature</li> <li>• contamination by refrigerant or refrigerant fumes</li> </ul>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by <b>Your</b> gas or electricity supplier cutting off or restricting <b>Your</b> supply</li> <li>b) caused by a strike, a lockout or an industrial dispute</li> <li>c) more than €1,000 per claim</li> <li>d) if the appliance is more than 10 years old when the food becomes damaged</li> </ul>
<p>P) <b>Contents</b> in the open</p> <p><b>Contents</b> not contained within the <b>Home</b> but still within the boundary of the land belonging to the <b>Home</b></p>	<p>more than €1,500 in one <b>Period of Insurance</b></p> <p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) while the <b>Home</b> is <b>Unoccupied</b></li> <li>b) under number 3 of Section 2 – Contents – Standard cover</li> </ul>

## Section 2 – Contents – (Additional cover) Continued

Your Schedule tells You if this section is in force.

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>Q) pedal cycles</p> <p>accidental loss of or damage to pedal cycles up to €500</p>	<p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b>.</p> <p>loss or damage:</p> <ol style="list-style-type: none"> <li>while being used for racing, pacemaking or trials</li> <li>to pedal cycle tyres, wheels or accessories unless the pedal cycle is lost or damaged at the same time</li> <li>unless in a building within the <b>Home</b> or locked to an immovable object</li> </ol>
<p>R) <b>Money and Credit Cards</b></p> <p><b>We will pay for:</b></p> <ul style="list-style-type: none"> <li>theft or accidental loss of <b>Money</b></li> <li>any amounts which <b>You</b> become legally liable to pay as a result of unauthorized use following loss or theft of <b>Your Credit Cards</b></li> </ul> <p>anywhere in the world</p>	<ol style="list-style-type: none"> <li>more than €1,000 per claim</li> <li>loss of <b>Money</b> by mistake in change, counting or overpayment</li> <li>loss of <b>Money</b> not reported to the Garda/Police within 24 hours of discovery</li> <li>any loss in value</li> </ol>
<p>S) fire brigade</p> <p>charges <b>You</b> have to pay as a result of fire damage to the <b>Contents</b> which gives rise to an admitted claim under number 1 of Section 2 - Contents</p>	<p>more than €3,175 during the <b>Period of Insurance</b>. If <b>You</b> claim for such loss under Sections 1 and 2 <b>We</b> will not pay more than €3,175 in total.</p>

## Section 2 - Contents – Accidental Damage

Your **Schedule** tells You if this section is in force.

<p><i>What Your Policy covers:</i></p> <p>Your <b>Policy</b> covers loss or damage to the <b>Contents</b> caused by:</p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in Your <b>Schedule</b>.</p>
<p><b>Accidental Damage</b></p>	<p>any amount per claim over 10% of the <b>Contents</b> sum insured in total for porcelain, china, glass and other brittle articles</p> <p>loss or damage:</p> <ul style="list-style-type: none"><li>a) while the <b>Home</b> is <b>Unoccupied</b></li><li>b) <b>We</b> exclude elsewhere under Section 2, other than items designed and intended to be portable</li><li>c) to <b>Money</b> or <b>Credit Cards</b></li><li>d) to contact, corneal or micro corneal lenses</li><li>e) to hearing aids</li><li>f) arising from mechanical or electrical breakdown or failure</li><li>g) when the <b>Home</b> is lent, let or sublet</li></ul>

## Section 3 - Personal Possessions and Valuables

Your Schedule tells You if this section is in force.

<p><i>What Your Policy covers:</i></p>	<p><i>What Your Policy does <u>not</u> cover:</i></p> <p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b>.</p>
<p>We will pay for loss or damage to <b>Personal Possessions</b> and <b>Valuables</b> anywhere in the world</p>	<ul style="list-style-type: none"> <li>a) more than €2,500 for any one item (including articles forming part of a pair or set) unless shown as a <b>Specified Item</b> on <b>Your Schedule</b></li> <li>b) more than €1,500 for theft or disappearance of property from any unattended motor vehicle</li> <li>c) theft or disappearance of property from any unattended motor vehicle, unless it is locked and the items were hidden from view in a concealed luggage area, boot or closed glove compartment</li> <li>d) more than €2,000 in respect of theft or disappearance of jewellery from hotel or other temporary accommodation during <b>Your</b> absence from such rooms</li> <li>e) any item of jewellery set with stones valued over €7,500 which has not been inspected by a professional jeweller at least once every 3 years, with any defect remedied</li> </ul> <p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by mechanical or electrical faults or breakdown</li> <li>b) to guns caused by rusting or bursting of barrels</li> <li>c) to any sports equipment whilst in use</li> <li>d) to pedal cycles</li> <li>e) to contact, corneal or micro corneal lenses unless shown as a <b>Specified Item</b> on <b>Your Schedule</b></li> <li>f) to dentures or dental appliances unless shown as a <b>Specified Item</b> on <b>Your Schedule</b></li> <li>g) to items not in the custody, care or control of <b>You</b></li> <li>h) to jewellery within baggage, unless the baggage is being carried by hand under <b>Your</b> personal supervision</li> <li>i) to <b>Motorised Vehicle or Craft</b></li> <li>j) to articles used for business purposes unless identified to <b>Us</b> and shown as a <b>Specified Item</b> on <b>Your Schedule</b></li> <li>k) to documents, lottery or raffle tickets or securities</li> </ul>



## Section 3 - Personal Possessions and Valuables Continued

Your Schedule tells You if this section is in force.

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>  The amount of any <b>Excess</b> as shown in <b>Your Schedule</b>
	l) where the property has been obtained by a person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable m) to precious metals, pictures, paintings and works of art outside the <b>Home</b>

## Section 4 - Pedal Cycles

Your Schedule tells You if this section is in force.

*What Your Policy covers:*

We will pay the cost of repairing or replacing pedal cycles belonging to You (if shown as a **Specified Item** on Your Schedule) following loss or damage caused by:

- theft or attempted theft
- **Accidental Damage**

occurring anywhere in **Ireland** and Europe.

*What Your Policy does not cover:*

The amount of any **Excess** as shown in Your **Schedule**.

- a) cuts, bursts or punctures to tyres
- b) mechanical or electrical faults or breakdown
- c) theft or attempted theft when a pedal cycle is unattended, unless;
  - i. it is in a secured locked building or;
  - ii. secured through the frame of the cycle by a locked security device to an immovable object, permanent structure or motor vehicle or;
  - iii. if the insured value of a cycle is over €1,500, secured through the frame of the cycle by a 'Sold Secure' 'Gold' standard security device to an immovable object, permanent structure or motor vehicle.

loss or damage:

- a) to tyres, accessories, or removable parts of the pedal cycle unless the pedal cycle is stolen/lost or damaged at the same time
- b) when the pedal cycle is being used for racing, pacemaking, trials, testing or let out on hire or used for anything other than private purposes

## Section 5 - Liability to Domestic Staff

This cover only applies if Section 2 – Contents is operative.

<p><i>What Your Policy covers:</i></p>	<p><i>What Your Policy does <u>not</u> cover:</i></p>
<p>Up to €10,000,000 to indemnify <b>You</b> for any one claim or series of claims arising from any one event <b>You</b> become legally liable to pay (which includes costs and expenses agreed by <b>Us</b> in writing) for accidental death, <b>Bodily Injury</b> or illness occurring within <b>Ireland</b>, to any <b>Domestic Staff</b> employed in connection with the <b>Home</b></p> <p>the <b>Excess</b> does not apply to this cover.</p>	<p><b>Bodily Injury</b> (including death) sustained by <b>Your Domestic Staff</b> involving any <b>Motorised Vehicle or Craft</b></p>

## Section 6 - Property owner's liability

This cover only applies if Section 1 - **Buildings** is operative

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>We will indemnify <b>You</b> as owner of the <b>Home</b> for any amount up to €2,000,000 that <b>You</b> become legally liable to pay as damages in respect of accidental:</p> <ul style="list-style-type: none"><li>• <b>Bodily Injury</b>, death or disease</li><li>• damage to property</li></ul> <p>occurring at the <b>Home</b> during the <b>Period of Insurance</b>.</p> <p>the <b>Excess</b> does not apply to this cover.</p>	<p><b>Your</b> legal liability to pay compensation or costs arising directly or indirectly from:</p> <ol style="list-style-type: none"><li>a) any communicable disease or virus</li><li>b) any business, trade, profession or employment of <b>You</b></li><li>c) death, <b>Bodily Injury</b> or damage caused by lifts (other than stair lifts), hoists or <b>Motorised Vehicles or Craft</b></li><li>d) the cost of repairing any fault or alleged fault</li><li>e) <b>Your</b> occupation of any land or building</li><li>f) <b>Bodily Injury</b>, death or disease to <b>You</b> or <b>Your Domestic Staff</b></li><li>g) damage to property belonging to <b>You</b> or <b>Your Domestic Staff</b>, or in their control or custody</li></ol>

## Section 7 - Public liability

This cover only applies if Section 2- **Contents** is operative

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>We will indemnify <b>You</b> as occupier (not owner) of the <b>Home</b>, from employment of any <b>Domestic Staff</b> or any other personal capacity for any amount up to €2,000,000 that <b>You</b> become legally liable to pay in respect of accidental:</p> <ul style="list-style-type: none"><li>• <b>Bodily Injury</b>, death or disease</li><li>• damage to property</li></ul> <p>occurring anywhere in the world during the <b>Period of Insurance</b></p> <p>the <b>Excess</b> does not apply to this cover.</p>	<p><b>Your</b> legal liability to pay compensation or costs arising directly or indirectly from:</p> <ol style="list-style-type: none"><li>a) any communicable disease or virus</li><li>b) any business, trade, profession or employment of <b>You</b></li><li>c) any deliberate, willful or malicious act carried out by <b>You</b></li><li>d) <b>Your</b> occupation of any land or building other than the <b>Home</b> or it's land or any temporary holiday accommodation</li><li>e) ownership, possession or use of <b>Motorised Vehicles or Craft</b></li><li>f) ownership, possession or use of any animal other than cats, horses or dogs which are not designated as dangerous under the Control of Dogs Act 1986 or any amending legislation</li><li>g) ownership, possession or use of any species of animal not domesticated in <b>Ireland</b></li><li>h) any action brought against <b>You</b> by <b>You, Your Domestic Staff</b> and any person residing in the <b>Home</b>.</li></ol>

## Section 8 – Legal Protection

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Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

## Section 8 – Legal Protection - Assistance Helpline Services

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### Legal Helpline

You can use the helpline service to discuss any problem occurring under this policy within the Republic of Ireland.

Simply telephone **0818 868 000** and quote “**Prestige Underwriting Family Legal Expenses**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

### Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt.

**You** can access the Lifestyle Counselling Helpline on **+44 (0) 344 770 1036** and quote “**Prestige Underwriting Family Legal Expenses**”.

### Health and Medical Information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **+44 (0) 344 770 1036** and quote “**Prestige Underwriting Family Legal Expenses**”.

### Cyber Support Helpline

**You** can call the helpline to talk about any problems **You** are having with **Your** personal electronics that **You** think are related to a cyber attack.

#### This includes:

- Immediate steps **You** should take in the event of a cyber attack
- What **You** can do to restore the device to the state it was in before the attack
- What **You** can do if **You** are subject to a Ransomware attack
- Advice on financial losses suffered as a result of a cyber attack

To access the Cyber Support Helpline please call **019 203 987** and quote ‘**Prestige Underwriting Family Legal Expenses**’.

## Section 8 – Legal Protection - Terms of cover

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This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**

## Section 8 – Legal Protection - Important Conditions

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If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

## Section 8 – Legal Protection – Important Conditions Continued

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### Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Duty of Disclosure

**We** have relied on the information you have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

**You** have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We** may be entitled to use one of the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 including to cancel the **Policy**, reject a claim or limit the amount **We** pay **You** in the event of a claim.

## Section 8 – Legal Protection – How to make a claim

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As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com).

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.



## Section 8 – Legal Protection – Definitions of words

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Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or accountants or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where it is necessary to start court proceedings or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Legal or accountancy fees and disbursements incurred by the <b>Adviser</b> .
<b>Adverse Costs</b>	Third party legal <b>Costs</b> awarded against <b>You</b> which shall be paid on the standard basis of assessment provided that these <b>Costs</b> arise after written acceptance of a claim.
<b>Costs</b>	<b>Standard Advisers' Costs</b> and <b>Adverse Costs</b> .
<b>Conditional Fee Agreement/ Contingency Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> , or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> , or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	Situations where <b>We</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
<b>Daily Rate</b>	An amount equal to 1/250th of either of the following: <ul style="list-style-type: none"><li>a) If <b>You</b> are employed, the average of the amounts shown on <b>Your</b> payslips from <b>Your</b> employer during the last 12 months (excluding bonus payments and overtime); or</li><li>b) If <b>You</b> are self-employed, the monthly average of the income <b>You</b> declared to Revenue Commissioners for the previous tax year</li></ul>
<b>Data Controller</b>	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force in the <b>Territorial Limits</b> at the time of the <b>Insured Event</b> .
<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .

## Section 8 – Legal Protection – Definitions of words Continued

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<b>Revenue Commissioners Audit</b>	An examination by the Revenue Commissioners of <b>Your</b> self-assessment return for income tax or capital gains tax.
<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Insured Event</b>	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.</p> <p>In a claim arising from a <b>Revenue Commissioners Audit</b>, the <b>Insured Event</b> shall be deemed to be the date the Revenue Commissioners issue a formal notice to <b>You</b> notifying of an audit into <b>Your</b> non-business affairs.</p>
<b>Insurer</b>	This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.
<b>Legal Action(s)</b>	<ol style="list-style-type: none"><li>a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;</li><li>b) The defence of criminal prosecutions to do with <b>Your</b> employment.</li></ol>
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is €50,000

## Section 8 – Legal Protection – Definitions of words Continued

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<b>Period of Insurance</b>	The <b>Period of Insurance</b> declared to and accepted by <b>Us</b> , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents
<b>Territorial Limits</b>	The Republic of Ireland.
<b>We/Us/Our</b>	MIS Underwriting Limited.
<b>You/Your /Yourself</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance <b>Adviser</b> and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to <b>Your</b> family member's resident with You. If You die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to or out of <b>Your</b> death.

## Section 8 – Legal Protection - Cover

What <b>Your Policy</b> covers:	What <b>Your Policy</b> does <u>not</u> cover:
<p>a) <b>Consumer Pursuit</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> following a breach of a contract <b>You</b> have for buying or renting goods or services for <b>Your</b> private use. The contract must have been made after <b>You</b> first purchased this insurance unless <b>You</b> have held this or equivalent cover with <b>Us</b> or another <b>Insurer</b> continuously from or before the date on which the agreement was made.</p>	<ul style="list-style-type: none"> <li>a) Where the amount in dispute is below €150</li> <li>b) Where the breach of contract occurred before <b>You</b> purchased this insurance</li> <li>c) Involving a vehicle owned by <b>You</b> or which <b>You</b> are legally responsible for</li> <li>d) Arising from a dispute with any government, public or local authority</li> <li>e) Arising from the purchase or sale of <b>Your</b> main home</li> <li>f) Relating to a lease tenancy or licence to use property or land</li> <li>g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled</li> <li>h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to <b>You</b></li> <li>i) Directly or indirectly arising from planning law</li> <li>j) Directly or indirectly arising from constructing buildings or altering their structure for <b>You</b> use</li> </ul>
<p>b) <b>Consumer Defence</b></p> <p><b>Costs</b> to defend a <b>Legal Action</b> brought against <b>You</b> following a breach of a contract <b>You</b> have for selling <b>Your</b> own personal goods. The contract must have been made after <b>You</b> first purchased this insurance unless <b>You</b> have held this or equivalent cover with <b>Us</b> or another <b>Insurer</b> continuously from or before the date on which the agreement was made.</p>	<ul style="list-style-type: none"> <li>a) Where the amount in dispute is below</li> <li>b) €150 Where the breach of contract occurred before <b>You</b> purchased this insurance</li> <li>c) Involving a vehicle owned by <b>You</b> or which <b>You</b> are legally responsible for</li> <li>d) Arising from a dispute with any government, public or local authority</li> </ul>

## Section 8 – Legal Protection – Cover Continued

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>c) <b>Personal Injury</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> following an accident resulting in <b>Your</b> personal injury or death against the person or organisation directly responsible.</p> <p>If the <b>Legal Action</b> is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages <b>You</b> are claiming are above the Small Claims Court Limit, the <b>Adviser</b> must enter into a <b>Conditional Fee Agreement</b> and/or a <b>Fee Agreement</b> (dependent on the jurisdiction) which waived their own fees if <b>You</b> fail to recover the damages that <b>You</b> are claiming in the <b>Legal Action</b> in full or in part. If the damages <b>You</b> are claiming are below the Small Claims Court Limit, <b>Advisers' Costs</b> will not be covered but <b>You</b> can access the <b>Legal Helpline</b> for advice on how to take <b>Your</b> case further.</p>	<p>a) Arising from medical or clinical treatment, advice, assistance or care</p> <p>b) For stress, psychological or emotional injury unless it arises from <b>You</b> suffering physical injury</p> <p>c) For illness, personal injury or death caused gradually and not caused by a specific sudden event</p> <p>d) Involving a vehicle owned or driven by <b>You</b></p> <p>e) For <b>Advisers' Costs</b> associated with registering a claim or making an application to claim with the Personal Injury Assessment Board (PIAB)</p>
<p>d) <b>Clinical Negligence</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> for damages following clinical negligence resulting in <b>Your</b> personal injury or death against the person or organisation directly responsible.</p>	<p>Claims for stress, psychological or emotional injury unless it arises from <b>You</b> suffering physical injury</p>
<p>e) <b>Employment Disputes</b></p> <p><b>Standard Advisers' Costs</b> to pursue a <b>Legal Action</b> in a dispute arising from a <b>Contract of Employment</b> <b>You</b> have entered into for <b>Your</b> work as an <b>Employee</b>.</p>	<p>a) Where the breach occurred within the first 90 days after <b>You</b> first purchased this insurance unless <b>You</b> have held equivalent cover with <b>Us</b> or another <b>Insurer</b> continuously for a period of at least 90 days leading up to when the breach first occurred</p> <p>b) For <b>Standard Advisers' Costs</b> of any disciplinary investigatory or grievance procedure connected with <b>Your Contract of Employment</b> or the <b>Costs</b> associated with any settlement agreement</p> <p>c) Relating solely or mainly to personal injury.</p>

## Section 8 – Legal Protection - Cover Continued

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>f) <b>Property Infringement</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> for nuisance or trespass against the person or organisation infringing <b>Your</b> legal rights in relation to <b>Your</b> main home.</p>	<p>a) Where the nuisance or trespass started within the first 180 days after <b>You</b> first purchased this insurance unless <b>You</b> have held equivalent cover with <b>Us</b> or another <b>Insurer</b> continuously for a period of at least 180 days leading up to when the nuisance or trespass first started</p> <p>b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</p>
<p>g) <b>Property Damage</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> for damages against a person or organisation that causes physical damage to <b>Your</b> main home. The damage must have been caused after <b>You</b> first purchased this insurance.</p>	<p>a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</p> <p>b) In respect of a contract <b>You</b> have entered into</p> <p>c) Directly or indirectly arising from planning law</p> <p>d) Directly or indirectly arising from constructing buildings or altering their structure for <b>Your</b> use</p> <p>e) Directly or indirectly arising from:</p> <ul style="list-style-type: none"> <li>i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building</li> <li>ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground</li> <li>iii) Land slip meaning downward movement of sloping ground</li> <li>iv) Mining or quarrying</li> </ul>

# Section 8 – Legal Protection – Cover Continued

<i>What Your Policy covers:</i>	<i>What Your Policy does <u>not</u> cover:</i>
<p>h) <b>Tax</b></p> <p><b>Standard Advisers' Costs</b> incurred to represent <b>You</b> throughout a <b>Revenue Commissioners Audit</b> relating to <b>Your</b> self-assessment tax return.</p>	<p>a) Relating to an off shore account held by <b>You</b>.</p> <p>b) In respect of the tax affairs of a company, or any claim if <b>You</b> in business partnership</p> <p>c) Any <b>Revenue Commissioners Audit</b> where <b>You</b> have not submitted a self-assessment tax return.</p>
<p>i) <b>Personal Identity Fraud</b></p> <p>Costs arising from <b>Identity Fraud</b>:-</p> <p>a) To defend <b>Your</b> legal rights and/or take steps to remove judgments against <b>You</b> that have been obtained by an organisation from which <b>You</b> are alleged to have purchased, hired or leased goods or services. Cover is only available if <b>You</b> deny having entered in to the contract and allege that <b>You</b> have been the victim of <b>Identity Fraud</b></p> <p>b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in <b>Your</b> name or which are seeking monies or have sought monies from <b>You</b> as a result of <b>Identity Fraud</b></p> <p>c) In order to liaise with credit referencing agencies and all other relevant organisations on <b>Your</b> behalf to advise that <b>You</b> have been the victim of <b>Identity Fraud</b></p>	<p>a) Where <b>You</b> have not been the victim of <b>Identity Fraud</b></p> <p>b) Where <b>You</b> did not take action to prevent <b>Yourself</b> from further instances of <b>Identity Fraud</b> following an <b>Insured Event</b></p> <p>c) Where the <b>Identity Fraud</b> has been carried out by somebody living with <b>You</b></p> <p>d) For <b>Costs</b> arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss</p>

## Section 8 – Legal Protection – General Exclusions

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1. **There is no cover where:-**

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- d) **Your** insurers repudiate the insurance **Policy** or refuse indemnity

2. **There is no cover for:-**

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser**, or **Us**.
- c) Any claim **You** make which is false or misleading in any material respect and which **You** either know to be false or misleading or consciously disregard whether it is false or misleading
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

3. **There is no cover for any claim directly or indirectly arising from:-**

- a) A dispute between **You** and someone **You** live with or have lived with.
- b) **Your** business trade or profession other than as an Employee.
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

4. **Privity of Contract**

Subject to the extent that section 62 of the Civil Liability Act 1961 or section 21 of the Consumer Insurance Contracts Act 2019 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.



## Section 8 – Legal Protection – General Conditions

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**You** must comply with these conditions to have the full protection of **Your** cover. If **You** do not comply with these conditions **Your** claim may be rejected or not fully paid.

### 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced such as an admission of liability or offer of payment.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- d) The **Adviser** will:-
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of **Costs** from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for all legal **Costs** and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal **Costs** and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own **Costs**.

### 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## Section 8 – Legal Protection – General Conditions Continued

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### 3. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

### 4. Disputes

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to make a Complaint'), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010. The **Costs** of the arbitration will be at the discretion of the arbitrator.

### 5. Disclosure

**You** have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **We**, or **Your Broker** or **Agent**, may be entitled to:

- a) Void the contract and keep the premiums if the disclosure breach is fraudulent
- b) Cancel the contract, refuse all claims and return the premiums if this contract would not have been entered into had the disclosure breach been known (if there is no outstanding claim at the time the contract is cancelled, then **We** will return only the premiums for the unexpired term of the contract)
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

### 6. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

### 7. Other Insurances

If at the time of any incident which results on a claim under this policy there is any other insurance covering the same loss, **we** will only pay **Our** rateable share.

## Section 8 – Legal Protection – General Conditions Continued

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### 8. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation.

### 9. Laws of the Republic of Ireland

This contract is governed by the laws of the Republic of Ireland. The language for contractual terms and communications will be English.

## Section 8 – Legal Protection – Privacy and Data Protection Notice

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### Data Protection MIS Underwriting

#### Who we are

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com) **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

#### Our approach to Privacy

The privacy and security of your personal information is very important to us. **We** protect **Your** information with security measures under the laws that apply. **We** keep **Our** computers, files and buildings secure.

#### The information you provide MIS Underwriting Ltd

**We** may receive personal information about **You**, when **You** contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving **Your Home**

This information may include:

- Basic personal information such as **Your** name, address, email address, telephone number, date of birth or age, gender and marital status, **Your Home**, **Your** household or **Your** travel arrangements
- Information about **Your** other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about **Your** health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

#### How your data is used and shared by Insurers and Databases in relation to insurance

The data **You** provide will be used by **Us** and shared with other insurers as well as certain statutory and other authorised bodies.

#### Security

**We** are committed to protecting the confidentiality and security of the information that **You** provide to **Us** and **We** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **Your** information.

## Section 8 – Legal Protection – Privacy and Data Protection Notice Continued

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### **Insurance Administration**

**You** information may be used for the purposes of insurance administration by the **Insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the Insurer, such as Investigators or Loss Adjusters.

### **Update your information, request to erase your data, subject access request**

If **You** wish to contact **Us** regarding this notice **You** can contact **Us** at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email – [underwriting@misgroup.online](mailto:underwriting@misgroup.online) – Please put **Your** request in the subject line.

### **How to find what information we hold about you**

**You** have the right to request a copy of all the personal information **We** hold about **You** in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to **Us** at the address above or contact **Us** via email.

### **Complaints**

**You** have the right to complaint about how **We** treat **Your** Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep **Your** information if **We** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements

## Section 8 – Legal Protection – Making a Complaint

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### Customer Service

**Our** aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within 5 working days, that **We** have received **Your** complaint. Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within 40 working days **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer to the Financial Services and Pensions Ombudsman if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

### Our contact details are:-

MIS Underwriting Limited  
14a Jocelyn Street  
Dundalk  
Co Louth  
A91 XNY2  
Tel: 01 872 0179  
Email: [underwriting@misgroup.online](mailto:underwriting@misgroup.online)

### The Financial Services and Pensions Ombudsman contact details:-

The Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Pl,  
Dublin 2,  
DO2 VH29  
Call: +353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

## Section 8 – Legal Protection – Authorisation

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MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check **Our** status on the insurance distribution register by clicking here:  
<http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

## Section 9 – Home Emergency Assistance – Definitions of words

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This policy provides **You** with cover for an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

If **You** experience an **Emergency** within **Your** home please telephone 0818000444 available to **You** 24 Hours a day, 365 days a year. In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

The cover provided within this Home Emergency Assistance Policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland

This is an important document – please read it carefully and keep it in a safe place, as it outlines the details of **Your** Home Emergency Assistance cover.

## Section 9 – Definitions of words

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The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

**Authorised Contractor** – A tradesperson authorised and contracted by **Us** to carry out an emergency repair

**Breakdown** – A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

**Call Out Charges** – The cost of the approved contractor attending the scene, the labour and materials needed to carry out an emergency repair.

**Catastrophe** – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

**Emergency** – An **Emergency** is defined as an unforeseen or sudden occurrence which results in damage to **Your** domestic **Property** demanding immediate action to: (a) render the **Property** safe and/ or (b) secure the building against further loss or damage.

**Emergency Repairs** – Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair** or, where possible within the **Limits of Cover**, a permanent repair.

**Insurer** – The Underwriter of this policy; namely MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Reg No 903874)

## Section 9 – Home Emergency Assistance – Definitions of words Continued

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**Limits of Cover** – The maximum amount payable towards the cost of the assistance.

**Period of Insurance** – The period of cover specified in **Your** home insurance schedule.

**Property** – The place of residence named in the home insurance schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential **Property** or holiday home.

**Temporary Repair** – A repair that will resolve an **Emergency** but will need to be replaced by a permanent repair.

**We/Us/Our** – MAPFRE ASSISTANCE Agency Ireland, its representatives and **Authorised Contractors**.

**You/Your** – The person(s) who has benefit of this policy.

## Section 9 – Home Emergency Assistance - Cover

We undertake to provide an **Authorised Contractor** to undertake **Emergency Repairs** to secure the **Property** in an attempt to prevent further damage or loss occurring.

In the event of a **Catastrophe** event taking place, service times may be affected due to surges in demand and ability to provide **Emergency Repairs** may be restricted due to inaccessible/dangerous conditions.

<p>We will provide assistance for an <b>Emergency</b> relating to:</p>	<p><i>What Your Policy does not cover:</i></p>
<p>a) <b>Plumbing and Drainage</b> The sudden or unexpected <b>Breakdown</b> of, or damage to, the plumbing and drainage system which will result in internal liquid damage to <b>Your Property</b>. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.</p>	<p>a) more than €300.00 per home emergency assistance</p> <p>b) more than four assistances per <b>Period of Insurance</b> per policy.</p>
<p>b) <b>Electrical Supply</b> The sudden, unexpected <b>Breakdown</b> of the electricity supply (or one phase thereof) within <b>Your Property</b>.</p>	
<p>c) <b>Security and Glazing</b> The sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered <b>Your Property</b> insecure, including theft or loss of keys and/or broken external window glass.</p>	
<p>d) <b>Roofing</b> Damage to the roof of <b>Your Property</b> necessitating repair.</p>	
<p>e) <b>Primary Heating System</b> The complete failure or <b>Breakdown</b> of either the heating and/or hot water supply provided by the primary heating system in the <b>Property</b>.</p>	



## Section 9 – Home Emergency Assistance – Additional Cover

Where <b>We</b> have carried out <b>Emergency Repairs</b> , <b>We</b> will provide (if necessary):	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
<p>a) <b>Alternative Accommodation</b> If <b>Your Property</b> is deemed uninhabitable, <b>We</b> will provide overnight accommodation for 4 people, at an establishment of <b>Your</b> choice.</p>	<p>a) when an <b>Emergency Repair</b> has not been carried out</p> <p>b) more than €50 per person or €200 per incident.</p>
<p>b) <b>Furniture Storage</b> If <b>Your Property</b> is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, <b>We</b> will provide 7 days storage for <b>Your</b> furniture and transport to and from the security storage location up to a distance of 50km from <b>Your</b> home</p>	<p>a) more than €200 per incident</p>
<p>c) <b>Urgent Message Relay</b> When an <b>Emergency</b> occurs within <b>Your Property</b>, <b>We</b> will relay <b>two</b> urgent messages to a family member at home or abroad</p>	<p>a) more than two messages per incident</p>
<p>d) <b>Essential Information</b> If <b>You</b> need the telephone number of an essential service urgently, simply call the number above and <b>We</b> will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.</p>	

## Section 9 – Home Emergency Assistance – General Conditions

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The following conditions, which apply to the **Policy** as a whole, describe **You** responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the **Policy** invalid or mean **We** may refuse to pay **Your Claim**:

**We** have relied on the information **You** have given **Us** when deciding whether to insure **You** and when setting the terms and premium. The specific questions **We** have asked are material to the risk **We** are undertaking or the calculation of the premium, or both.

**You** have a duty to answer all questions honestly and with reasonable care.

- **You** must take reasonable precautions to protect and maintain **Your Property** and the services within it, keeping it in a good state of repair.
- If at the time of any **Claim**, another policy covers the incident, **We** will only pay **Our** rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the **Insurer** in respect of any **Property** which is Unoccupied for more than 60 consecutive days, that:
  - mains services are switched off and the water system is drained whenever the **Buildings** are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
  - a responsible person is to be appointed to supervise and check the **Property** in line with any conditions in **Your** buildings and/or Contents policy. These will be found on **Your** policy schedule.
  - accumulations of combustible materials such as junk mail are removed during inspection
  - the **Property** is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst **We** will consider **Your** wishes at all times, the service is provided at **Our** discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If **We** choose to set aside an exclusion, term or condition of this **Policy** in order to accept a **Claim**, this will not prevent **Us** from relying on that exclusion, term or condition in the event of a future **Claim**.

### Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation.

## Section 9 – Home Emergency Assistance – General Exclusions

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We will not pay for:

- Issues outside the **Property**, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the **Property** which existed prior to inception of this policy
- **Costs** or **Actions** necessary to remediate the **Property** over the Limit of Cover
- The cost of any work carried out without **Our** prior approval, including any cost relating to the attempted repair by **You** or **Your** own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc
- Any parts not supplied or chosen by **Us**. **Our Authorised Contractor** may still carry out the work using these parts but no liability will rest with **Us** as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by **You** in **Your Property**
- Replacement of items within the **Property** which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
  - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
  - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to **Your Property** which is not unique to **Your Property**
- Any investigative work, such as trace and access, which is required to solve the overall problem once the **Emergency Repairs** have been carried out
- Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for
- Any incident brought about by an avoidable or willful or deliberate act committed by **You** or if the **You** consented to the act or ought to have known that the act would cause loss or damage
- The repair of damage arising from seepage, leaking or dampness even as a result of breakage or damage of the piping or other installation
- The repair of air conditioning installations, electrical showers, water filtration units, jacuzzis, drains and septic tanks outside the private home
- Alarm or telephone systems
- Repairs to lighting, including bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances
- Any work to: inside doors or fittings, outside doors not leading directly to the private home, mechanical shutters or automatic garage doors, double glazed units where one pane has remained intact, any private home in the course of construction or under refurbishment or renovation
- Any assistance requests if you knowingly provide false or misleading information
- Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault

## Section 9 – Home Emergency Assistance – General Exclusions Continued

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### **Territorial Limits**

Cover under this policy is restricted to properties located within the Republic of Ireland

### **Jurisdictional clause**

At all times, this agreement shall be governed by Irish law

### **Insurance Act 1936**

All monies which become or may become payable by **Us** to **You** under this **policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland

### **Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

## Section 9 – Home Emergency Assistance – Conditions

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Before requesting assistance please check that the circumstances are covered by this Policy.

If **You** have an **Emergency** at **Your Property**, please call the **emergency** helpline number and have the following information available:

- **Property** address
- **Your** policy number
- a description of the problem
- a telephone number where **You** can be contacted

**We** will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to the value of €300 plus vat per home emergency assistance. If the cost of the emergency repairs exceeds this amount you will be responsible for paying the difference

**WARNING:** **You** should contact **Your** supply company and/or the public **Emergency** services immediately if **You** have a major **Emergency** that puts someone in danger, which could result in personal injury or in serious damage to **Property**, such as a gas leak or a fire.

### **Complaints**

In the unlikely event of a dispute occurring regarding a Home Emergency Assistance, **You** should write to: Customer Service Team, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway. Alternatively, **You** can telephone **Us** on 0818000444. **We** undertake to respond to **You** within five working days of receipt of **Your** letter. If **We** have not replied to **Your** complaint by then **We** will send **You** an acknowledgment letter to keep you informed of progress. Should **You** remain dissatisfied, **You** may contact:

The Financial Services and Pensions Ombudsman Bureau,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Tel: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

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

Following this procedure does not affect **Your** legal rights.

## Section 9 – Home Emergency Assistance – Privacy and Data Protection Notice

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**We** need to obtain personal information from **You** to provide **You** with the policy of insurance.

**We** use **Your** personal information in the following ways:

- to provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications **You** may make;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

Where **You** have given **Your** consent, **We** may share some of **Your** personal information with **Our** partner companies or companies within **Our** group so that they can provide **You** with information about other products, services and promotions that may be of interest to **you** by letter, telephone, SMS or e-mail. **We** will only disclose **Your** personal information to third parties if:

- it is necessary for the performance of **Your Policy** of insurance with **Us**
- **You** have given **Your** consent, including marketing consent
- such disclosure is required or permitted by law.

**You** can change **Your** mind about **Your** marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

**We** deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records and stored according to the GDPR. **We** will not keep **Your** personal information for longer than necessary.

**You** are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA Telephone: +44 (0) 1179 308926 Email: [dpo@mapfre.co.uk](mailto:dpo@mapfre.co.uk)

Under the GDPR **You** also have the below rights in relation to **Your** personal data;

- Request correction/rectification of **Your** personal data.
- Request erasure of **Your** personal data, a right to be forgotten.
- Object to processing of **Your** personal data.
- Request restriction of processing **Your** personal data.
- Request transfer of **Your** personal data.
- Right to withdraw consent.

## Section 9 – Home Emergency Assistance – Privacy and Data Protection Notice Continued

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If **You** require more information in relation to how **We** process data and **Your** rights please contact **Us** at the address above.

**We** keep records of any transactions **You** enter with **Us** or **Our** partner companies for six years after this contract has terminated. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
  - a) help make decisions about credit and credit related services for **You** and members of **Your** household;
  - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household;
  - c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies;
  - d) check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
  - e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland.

Signed on behalf of the Company



Craig Senior  
General Manager

By Authority of the Board

# Making a complaint

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**We** are committed to providing **You** with the highest standard of service at all times and if **Our** service doesn't meet **Your** expectations, **We** want to hear about it so **We** may try to put things right.

All complaints **We** receive are taken seriously and following the steps below, will help **Us** understand **Your** concerns and provide **You** with a fair response.

## **Making Your complaint**

If **Your** complaint relates to **Your Policy**, please contact **Us**:

### **Contact details:**

Prestige Underwriting Services (Ireland) Limited  
4th Floor  
Lanyon Building,  
North Derby Street,  
Belfast,  
BT15 3HL

**Phone:** (049) 437 1830

**Email:** [complaints@prestigeunderwriting.co.uk](mailto:complaints@prestigeunderwriting.co.uk)

When **You** make contact please provide the following information:

- **Your** name, address and telephone number and email address
- the address of the property insured if different to the above
- **Your Policy** and/or claim number and type of **Policy You** hold
- the name of **Your Broker or Agent**
- the reason for **Your** complaint

Telephone contact is often the most effective way to resolve a complaint quickly. Any written correspondence should be headed 'Complaint' and **You** may include copies of supporting material.

## **Beyond the insurer**

If **You** remain dissatisfied with the outcome or we are unable to resolve **Your** complaint within 40 days, **You** have the right to refer **Your** complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone: 0156 77000.

Email: [info@fspo.ie](mailto:info@fspo.ie)

## Making a complaint Continued

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### Our promise to You

We will:

- acknowledge all complaints promptly
- investigate quickly and thoroughly
- keep **You** informed of progress
- do everything possible to resolve **Your** complaint
- use the information from complaints to continuously improve **Our** service

Telephone calls are recorded and monitored for accuracy of information. Call charges may vary depending on **Your** service provider.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with your claim.

### Complaints procedure

**We** aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong. **We** will do **our** best to deal with **your** complaint as effectively and quickly as possible. If **you** arranged **your** cover through an agent or adviser, please send **your** complaint to them.

If **your** complaint is not resolved to **your** satisfaction, please contact Aviva Insurance Ireland DAC on 1800 666 555 or write to **us** at: Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or **you** can contact the following:

#### Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

#### Insurance Ireland

Insurance Centre, 5 Harbourmaster Place,  
IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

**You** will not lose **your** right to take legal action if **you** contact either of the above.



# Privacy Notice

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## Data Protection

**You** can find **Our** full Privacy Notice in **Your Policy** documents and on **Our** website at [www.prestigeunderwriting.co.uk/#legal](http://www.prestigeunderwriting.co.uk/#legal).

Prestige Underwriting Services (Ireland) Limited is the Data Controller for any personal information **You** supply to **Us**. If **You** would like to speak to **Us** about how **We** use **Your** information **You** can contact **Us** on (049) 437 1830 or contact **Us** by writing to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

## How we will use Your information

**Your** personal information may be used by Prestige Underwriting Services (Ireland) Limited for purposes that are necessary for the performance and management of **Your** contract of insurance, to determine **Our** underwriting and pricing strategies, for **Our** legitimate interests as an underwriting agency and for compliance with any legal obligations.

**We** may obtain personal information from **You** directly or from someone **You** have authorised to supply personal information on **Your** behalf, such as **Your Broker** or **Agent**. **We** may also obtain information from third parties such as credit reference agencies, the police and other insurers (e.g. to confirm **Your** personal data and verify claims information).

Where necessary **We** may share **Your** information with authorised third parties, for example an insurer, broker, regulators, law enforcement agencies, fraud prevention agencies, loss adjustors, recovery agencies, approved repairers, compulsory insurance databases and/or third parties per Section 21 of the Consumer Insurance Contract Act 2019. **We** will only share the information in connection with the insurance cover and to the extent required or permitted by law. **We** will ensure that appropriate data protection and information security assurances are in place. **We** will only share the information in connection with the insurance cover and to the extent required or permitted by law. **We** will ensure that appropriate data protection and information security assurances are in place.

**We** retain information in line with provisions issued by **Our** regulatory body the Central Bank of Ireland in order to manage **Your Policy**, deal with complaints and manage claims. **We** will only retain **Your** personal data for as long as **We** are required by law.

## Disclosing other peoples information

**You** should show this privacy notice to anyone whose information is disclosed to **Us** with **Your Policy** information, **You** must also obtain their consent to share their information.

## Call recording

Telephone calls with **Us** may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection.

## Your rights

**You** have rights in relation to the information **We** hold about **You** including the right to access **Your** information. **You** can find more details on **Our** full privacy notice. If **You** wish to avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan or call **Us** on (049) 437 1830 for more information.

## The Data Protection Commissioner

**You** can find more details about data protection from the Data Protection Commissioner's Office at <https://www.dataprotection.ie/docs/Home/4.htm>. **You** can also contact the Data Protection Commissioner if **You** believe **We** have not complied with **Our** obligations.



# PRESTIGE

UNDERWRITING IRELAND

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24 HOUR REPORTING LINE

**1800 147 147**

You can call our claim reporting line anytime, day or night. We are on hand 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency.

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Your policy will be underwritten by Aviva Insurance Ireland DAC Underwriters and administered on their behalf by Prestige Underwriting Services (Ireland) Limited.

Part of the Prestige Insurance Holdings Group, Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

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