



HOMESHIELD APARTMENTS CONTENTS POLICY - OCCUPIERS (Underwritten by Zurich Insurance plc)

The Contract of Insurance

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

Your Insurance contract consists of two documents:

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

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

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

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

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

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



Meaning of Words

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

Apartment - A self contained unit of residential accommodation occupied by **you** within an **apartment block** at the situation shown on the schedule.

Apartment Block - The purpose built block of apartments and all outbuildings used for domestic purposes only.

Bodily injury - Death, injury, illness or disease.

Contents - Household goods, personal belongings (including **valuable property**), collections of stamps, coins or medals up to €1,000, **your** fixtures and fittings and interior decorations which are excluded from the insurance on the **apartment block**, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **home**, all belonging to or the legal responsibility of **you** or a member of **your household**.

Unless otherwise stated on the schedule the maximum cover in respect of **contents** of garages or lock-up stores is €3,000 in any one period of insurance.

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

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

Credit cards - Credit, cheque, bankers or cash dispensing cards.

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

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

(b) inundation from the sea

whether resulting from storm or otherwise.

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

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

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

Home - The **apartment** and any garages or lock-up stores used for domestic purposes only, at the situation shown in the schedule.

Household - **Your family** and domestic staff permanently living in the **home**.

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

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

Settlement - The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

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

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

Unoccupied - Not permanently lived in by **you** or by a person authorised by **you**.

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

We or us - Zurich Insurance plc.

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

Section A –Contents

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

Other than 'What is not insured', the **contents** are insured for the amounts shown in the schedule against loss or damage caused by the events in paragraphs 1 – 12

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> • agricultural or industrial operations, any gradually operating cause, or smog.
2. Storm or flood .	Loss or damage: <ul style="list-style-type: none"> • caused by frost, subsidence, ground heave or landslip, • due to wear and tear or gradual deterioration.
3. Subsidence or ground heave of the site on which the buildings stand or landslip.	Loss or Damage: <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials, • caused by building on made-up ground or filled-in land, or caused by tunnelling work • to contents unless the home is damaged at the same time by the same cause • associated with such causes arising prior to inception of this policy. <p>Loss or damage if any part of the apartment block suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</p>
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> • while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force, • caused by a member of the household other than domestic staff. • caused after the home is left unoccupied for more than 30 consecutive days, • while the home is unfurnished. <p>If the apartment is situated on a ground floor or lower ground floor the Policy Excess is increased by €250</p>
5. Riot, civil, labour or political disturbance.	
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> • by someone lawfully in the home, • after the home is left unoccupied for more than 30 consecutive days. • while the home is unfurnished.
7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: <ul style="list-style-type: none"> • caused after the home is left unoccupied for more than 30 consecutive days if the loss or damage originated in your apartment. • while the home is unfurnished. • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration. • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units. <p>Loss or damage from subsidence, ground heave or landslip that results from escape of water</p> <p>The Water Damage Excess shown on the schedule applies to this cover.</p>
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> • caused after the home is left unoccupied for more than 30 consecutive days if the loss or damage originated in your apartment. • while the home is unfurnished. • to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets.
10. Falling trees or branches.	<ul style="list-style-type: none"> • Damage caused by felling or lopping of trees. • We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the contents.
11. Falling aerials, aerial fittings or masts	

WHAT IS INSURED	WHAT IS NOT INSURED
<p>12. Accidental Damage.</p> <p>The contents are insured while in the home against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p>	<p>Contents lost in the home.</p> <p>Unexplained damage</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles while being handled or actively used.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • wear and tear or gradual deterioration, gradually operating causes, • misuse or breakdown • insects, parasites or vermin, • corrosion, fungus, mildew or rot, • atmospheric or climatic conditions, frost or the action of light, • alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown, • chewing, scratching, tearing or fouling by domestic pets belonging to you or a member of your household, • computer viruses, • any process of cleaning, drying, dyeing, heating or washing, • faulty design or workmanship or the use of faulty materials, • demolition, structural alteration or structural repair of the buildings. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p> <p>Damage to any part of the home which is lent, let or sub-let or accommodating paying guests.</p>
<p>13. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the contents in circumstances which have given rise to a valid claim under this policy.</p> <p>The most we will pay is €1,500.</p>	
<p>14. Rent and Alternative Accommodation.</p> <p>If the home is made uninhabitable by damage from any cause insured by this section, we will pay for:</p> <ul style="list-style-type: none"> • rent which continues to be payable by you, • the reasonable extra cost of comparable alternative accommodation if you occupy the home, • the reasonable cost of temporary storage of furniture, • the reasonable extra cost of temporary accommodation for domestic pets, <p>but only during the period necessary to reinstate the home to a habitable condition. The work of reinstatement or repair must be done without delay.</p> <p>The most we will pay under this paragraph is 20% of the contents sum insured</p>	
<p>15. Denial of Access</p> <p>If you are denied entry to or exit from the apartment by damage from any insured cause or by any cause insured by the property damage insurance for the Apartment Block, we will pay for:</p> <ul style="list-style-type: none"> • rent which continues to be payable by you, • the reasonable extra cost of comparable alternative accommodation if you occupy the home, • the reasonable extra cost of temporary accommodation for domestic pets, <p>but only during the period necessary to rectify the problem. The work of reinstatement or repair must be done without delay.</p> <p>The most we will pay under this paragraph is 20% of the contents sum insured</p>	<p>Any loss or damage unless an admissible claim is submitted under paragraphs 1-12 of this Section or under the property damage insurance for the Apartment Block</p>
<p>16. Accidental breakage while in the home of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unoccupied for more than 30 consecutive days. • while the home is unfurnished. • by vandals or malicious people lawfully in the home. • to any property not part of, or not contained in your apartment

WHAT IS INSURED	WHAT IS NOT INSURED
<p>17. Audio, TV and video equipment. Accidental damage while in the home to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p>	<p>Damage:</p> <ul style="list-style-type: none"> to records, audio, video or computer discs, tapes or cassettes, to telephones or telephone equipment, <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 12 of this section.</p>
<p>18. Liability to the public.</p> <p>Any amounts which you or a member of your household:</p> <ul style="list-style-type: none"> as occupier of the apartment or any other building, boat or caravan used as temporary holiday accommodation, as a private individual anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days, <p>becomes legally liable to pay as compensation for an accident occurring during the period of insurance which causes bodily injury to any person or loss of or damage to property.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by us in writing).</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> an agreement which imposes a liability which you or a member of your household would not otherwise have been under, ownership of any land, apartment or building, any business, profession or trade, racing, hunting or playing polo, wilful or malicious acts, the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, the transmission of any communicable disease, by you or a member of your household. <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> aircraft (except toys and models), mechanically propelled vehicles, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control), any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act, watercraft (except toys and models), sailboards or hovercraft, firearms (except shotguns or airguns used for sporting activities), animals (except horses and pets which are normally domesticated in the Republic of Ireland) <p>Liability arising directly or indirectly from the ownership, possession, use or control of:</p> <ul style="list-style-type: none"> dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations, horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto. <p>Liability for:</p> <ul style="list-style-type: none"> bodily injury to a member of your household or any other person permanently residing with you, or to a person under a contract of service or apprenticeship with you or a member of your family, loss or damage to property owned or held in trust by or in the custody or control of you or a member of your household or any other person permanently residing with you
<p>19. Liability to domestic employees.</p> <p>Any amounts which you or a member of your family become legally liable to pay as damages for bodily injury to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by you or by a member of your family in connection with your home or any temporary residence within the Republic of Ireland.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by us in writing).</p> <p>Where we agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> bodily injury to any person employed by you or a member of your family for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act, bodily injury to any member of your family or any other person (other than domestic employees) permanently residing with you.
<p>20. Tenant's liability.</p> <p>Your legal liability as tenant for loss or damage to the apartment caused by an event in paragraphs 1 to 12 of this section.</p> <p>The most we will pay is 10% of the contents sum insured.</p>	<p>Any loss or damage or amount shown as not insured under paragraphs 1 to 12 of this Section</p>
<p>21. Personal money.</p> <p>Accidental loss of or accidental damage to money belonging to you or a member of your family, anywhere in the world.</p> <p>The most we will pay is €1,000.</p>	<p>Loss of money from the home while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force.</p> <p>Stealing of money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery.</p> <p>Confiscation or detention by customs or other officials.</p>

WHAT IS INSURED	WHAT IS NOT INSURED
<p>22. Credit cards. Financial loss arising from unauthorised use following loss or theft of credit cards belonging to you or a member of your family. The most we will pay is €1,000.</p>	<p>Unauthorised use by a member of your household. Liability following breach of the terms and conditions of use. Confiscation or detention by customs or other officials.</p>
<p>23. Freezer contents. Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> • a change in temperature of the freezer or refrigerator in the home, • contamination by accidental escape of refrigerant or refrigerant fumes. <p>We will pay for the cost of replacing food and drink unfit for human consumption. The most we will pay is €1,000</p>	<p>Deterioration resulting from the deliberate act of the supply authority. Any consequence of strikes, labour or political disturbances.</p>
<p>24. Contents temporarily removed. The contents are insured within the geographical limits while temporarily removed from the home against loss or damage caused by:</p> <ul style="list-style-type: none"> • the events insured in paragraphs 1 to 3 and 5 to 11 of this section, • stealing or attempted stealing from: <ul style="list-style-type: none"> – a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of you or a member of your household, – within an occupied building, boat or caravan used for residential purposes or a building where you or a member of your family are employed, engaged in your/their business or temporarily living, – any other building provided entry to or exit from the building is made using violence and force. <p>The most we will pay is 15% of the contents sum insured</p>	<p>Loss or damage caused by storm, flood or falling trees or branches while the contents are in transit or in the open. Property removed for sale or exhibition or to a furniture depository. Stealing of money. Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section. Any amount in excess of €1,000 in respect of property belonging to any member of your household while living away from home or attending college or university</p>
<p>25. Replacement of locks. The cost of replacing and fitting outside door locks to the apartment if the keys of such locks are stolen. The most we will pay is €1,000.</p>	
<p>26. Household removal. Accidental loss of or accidental damage to the contents while they are:</p> <ul style="list-style-type: none"> • being moved by professional furniture removers to your new home within the geographical limits, • in temporary storage, for up to 7 days in a furniture depository. 	<p>Loss or damage:</p> <ul style="list-style-type: none"> • if you have arranged other insurance, • not reported to us within 7 days of delivery to the new home. <p>Cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers. Money, gold or silver articles, jewellery or furs.</p>
<p>27. Title deeds. The cost of preparing new title deeds to the home if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 of this section while in the home or while kept in your bank for safe-keeping. The most we will pay is €1,000.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>28. Fatal Accidents. Fatal injury to you and/or your spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> • fire, accident or assault, in the home, • an accident while travelling within the geographical limits as a fare-paying passenger in any road or rail vehicle, • assault in the street within the geographical limits, provided death follows within 12 months of the injury. <p>The maximum amount payable by us is €5,000 in respect of any one incident.</p>	
<p>29. Christmas gifts & Wedding gifts The contents sum insured is automatically increased by 10%</p> <ul style="list-style-type: none"> • for the month of December only to insure gifts and extra food and drink bought for Christmas. • for one month before and one month after the wedding of you or a member of your family to insure wedding gifts. 	<p>Losses that can be recovered under another insurance.</p>
<p>30. Trace and Access. We will pay up to €1,000 to remove or replace any part of the buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • to the item from which the escape occurred. • caused after the home is left unoccupied for more than 30 consecutive days • while the home is unfurnished.

Settling claims – Contents

Retention

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

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

Average Clause – only applies where the contents sum insured is less than €25,000

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

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

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

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

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

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

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

Section B – All Risks (operative only if shown as insured on the schedule)

The All Risks **Excess** shown in the schedule applies to all claims under this section

WHAT IS INSURED	WHAT IS NOT INSURED
<p>The property all belonging to or the legal responsibility of you or a member of your household and listed under any Item number in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the schedule shows that you have selected this section.</p> <p>Item 1 – Unspecified Personal Possessions</p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, and other personal possessions normally worn or carried on the person and unspecified clothing but excluding mobile/smart phones, laptop/tablet computers, personal organisers and similar equipment</p> <p>The most we will pay for any one article, set or collection is 33¹/₃% of the sum insured by this Item or €1,500 whichever is the less.</p> <p>Item 2 – Specified Items</p> <p>Specified items listed in the schedule.</p> <p>The most we will pay is the sum insured for the individual items.</p>	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> • Musical instruments and photographic equipment sports equipment or pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes. • individual charms unless soldered to the bracelet • Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment. • Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim. • Money of any kind, contact lenses, dentures, camping equipment or tools. • property as a result of stealing from an unattended road vehicle unless concealed and in a locked boot • Sporting equipment being used for the purpose for which it was designed • Diving equipment lost under water • Pedal cycle accessories unless the pedal cycle is lost or damaged at the same time • Pedal cycles while being used for racing, pace making or trials <p>Theft of a pedal cycle outside the home unless from a locked building or immobilised by a security device</p>

Settling claims – All Risks

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

Section C – Buildings Excess Cover (operative only if shown as insured on the schedule)

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

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Provided there is an admissible claim for loss or damage under Section A of this insurance, we shall indemnify you for the amount, or portion, of any excess which you become liable to pay under the property damage insurance for the Apartment Block in respect of such loss or damage.</p> <p>The most we will pay is the lowest of:</p> <ol style="list-style-type: none">The amount shown on the Schedule under Section C - Buildings Excess Cover orThe actual excess amount for which you are responsible under the property damage insurance on the Apartment BlockAny amount below the excess on the property damage insurance on the Apartment Block which is unrecoverable under that insurance solely because of the application of the excess. <p>The most we will pay in any one period of insurance is €5,000.</p>	<p>Any amounts in respect of insurance excesses included in annual bills, fees, maintenance or service charges.</p> <p>Any loss or damage where the cause of such loss or damage is not covered under the property damage insurance for the Apartment Block (other than as a result of the application of an excess)</p> <p>Amounts in respect of loss or damage insured under Section A of this policy</p>

Settling Claims – Buildings Excess Cover

To claim under this section **you** must submit a claim under the property damage insurance for the **Apartment Block** and demonstrate that a real financial loss has been incurred and the extent of that loss.

Will require confirmation from a suitably authorised person of the amount of the excess on the property damage insurance for the **Apartment Block** and confirmation that but for the application of said excess the loss would have been covered.

We reserve the right to take the benefit of **your** rights against another person or party before or after **we** have paid a claim.

Policy Conditions

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

- You** will take all reasonable steps to protect the **property** and prevent accidents.
- If **you** or anyone acting for **you** makes a claim under the Policy knowing the claim to be false, **we** will not pay the claim and all cover under the Policy ceases.
- We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to **you** last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.
 - You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance less any applicable administration charge. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance.
- If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
- If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the Policy provided they keep to the terms of the Policy.
- You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of loss, injury or damage. **You** will not be insured under the Policy until **we** have agreed in writing to accept the increased risk.
- Upon learning of any circumstances likely to give rise to a claim **you** must:
 - tell **us** as soon as reasonably possible but immediately if there is riot damage,
 - give **us** all the help and information that **we** may reasonably require,
 - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **you** receive,
 - give full details within 30 days of the incident together with any supporting evidence that **we** require.
- You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.
- We** have the right to the salvage of any insured **property**.
- You** may not, without our consent, abandon any **property** to **us**.
- You** must not admit, deny, negotiate or settle a claim without our written consent.
- We** are entitled to:
 - take the benefit of **your** rights against another person before or after **we** have paid a claim,
 - take over the defence or settlement of a claim against **you** by another person.
- If at the time of a claim there is any other policy covering anything insured by this Policy **we** will be liable only for our proportionate share.
- Where any single event results in a claim under more than one section of the Policy, the highest **excess** only will apply.
- All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
- Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
- The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
- If an alteration to the policy results in an additional premium due to the Insurer or a refund premium due to the Insured, **we** will only charge or refund such premiums provided the amount involved is greater than or equal to €20.
- Inflation Protection. **We** will from time to time adjust the sums insured in line with changes to relevant indices and claims inflation. Any proposed changes to your sums insured will be applied monthly and updated annually at renewal when the revised sums insured will be clearly noted on your renewal notice. **You** should regularly review your sums Insured to satisfy yourself that they meet your requirements. **We** reserve the right to insist on a reasonable minimum sum Insured. **We** will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sums insured .

Policy Exceptions

These apply to all sections and clauses

The Policy does not cover:

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup,
2. loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
3. any expense, consequential loss, legal liability or loss of or damage to any **property** directly or indirectly arising from:
 - a. ionising radiation 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 nuclear assembly or nuclear component.
4. consequential loss of any kind or description incurred by **you** or any member of **your household**,
5. the cost of maintenance or normal redecoration,
6. loss or damage caused by wear and tear or gradual deterioration,
7. any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
8. Any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of **fungi**, wet or dry rot or bacteria.
9. Terrorism Exclusion Endorsement

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

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

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

10. Cyber Exception

Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:

- the loss of, alteration of or damage to or;
- a reduction in the functionality, availability of or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

Customer Service and Complaints Procedure

Our aim is to provide you, our customer, with first class service at all times. If you are unhappy with our service for any reason, or have any cause for complaint, you should first contact your intermediary at the contact details shown on your schedule. If the complaint is not resolved to your satisfaction you may contact:

The Complaints Officer, Cover Centre insurance Ltd., 5 Harbourmaster Place, IFSC, Dublin

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

Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01)

6670666. In the event of the issue not being resolved you may contact:

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

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

Right of Withdrawal

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

Data Protection

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, Zurich Insurance plc ('Zurich' 'we', 'our', 'us') and Cover Centre Insurance Limited ('CoverCentre') will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our privacy policy which is available at www.zurich.ie/privacy-policy and CoverCentre's Privacy Policy which is available at www.covercentre.com

CoverCentre is an underwriting agency, regulated by the Central Bank of Ireland, which administers and distributes commercial and personal insurance products via a network of brokers. Zurich is the insurer for this product and CoverCentre has been granted authority by us to bind cover on our behalf and service your policy.

Zurich and CoverCentre are the data controllers for this contract under data protection legislation.

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

The Data Zurich and/or CoverCentre collect

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

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, nationality, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. Zurich and CoverCentre may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).

- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich and/or CoverCentre. Full details are available in our Privacy Policy at www.zurich.ie/privacy-policy and CoverCentre's Privacy Policy which is available at www.covercentre.com

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

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

Data collected from third parties

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

What Zurich and CoverCentre do with your Data

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

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

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

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

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

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

Sharing of Data

Zurich and CoverCentre may share your Data (where appropriate/applicable) as follows:

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

Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).

- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy www.zurich.ie/privacy-policy and CoverCentre's Privacy Policy which is available at www.covercentre.com

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

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

Finally, where you have consented to our doing so, we and CoverCentre may share information that you provide to companies within the Group and with other companies that we and/or CoverCentre establish commercial links with so we, CoverCentre and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we and/or CoverCentre believe will be of interest to you.

Data Retention

The time periods for which Zurich and CoverCentre retain your Data depend on the purposes for which we and CoverCentre use it. We and CoverCentre will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy and CoverCentre's Data Retention Policy which is available at www.covercentre.com

Data subject rights

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

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

If you wish to avail of these rights, a request must be submitted in writing to our or CoverCentre's Data Protection Officer, as appropriate (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before your request can be processed

Privacy Policy

Please note that this Notice is not a standalone document and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy and CoverCentre's privacy policy which is available at www.covercentre.com

If you have any questions about your Data, you can contact us or CoverCentre using the contact details below.

Zurich Insurance plc	Cover Centre Insurance Limited
<ul style="list-style-type: none">• Customer Services on 053 915 7775• Email us at dataprotectionofficer@zurich.ie• Data Protection Officer, Zurich Insurance plc, Zurich Insurance, PO Box 78, Wexford, Ireland.	<ul style="list-style-type: none">• Customer Services on 01 7919924• Email at dataprotectionofficer@covercentre.com• Data Protection Officer, Cover Centre Insurance Ltd, 5 Harbourmaster Place, IFSC, Dublin 1

Zurich Insurance plc is regulated by the Central Bank of Ireland

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

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