

Securus Insurance Ltd

Residential Unoccupied Property Wording

Contents

Introduction	3
Policy Definitions.....	4
Important: Information About Your Policy.....	7
General Conditions applicable to the whole of this insurance.....	10
Extensions applicable to Section One	16
Claims Conditions applicable to the whole of this insurance	18
Complaints	22
General Exclusions applicable to the whole of this insurance	23
The following perils are applicable	27
Section – Property Damage Additional Covers	28

Introduction

This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

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

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.

All Sections are underwritten by Scor Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The written authority (which is shown in the **schedule**) allows **Securus Insurance Ltd** to sign and issue this policy on behalf of **us**.

This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **Securus Insurance Ltd** as soon as reasonably practicable if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or **damage** as a result of the named **insured** events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover **damage** that happens over time such as damp, rot or **damage** from vermin.

You should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or **damage**.

Policy Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

Securus Insurance Ltd The company who have been authorised by **us** to transact insurance **business** on our behalf.

Securus Insurance Ltd is authorised and regulated by the Central Bank of Ireland, their Firm Reference Number is C41295. Registered Office: Suite 3, Stafford House, Strand Road, Portmarnock, Co Dublin. D13 TR59

Bodily Injury Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

Buildings Buildings means the fixed permanent structures at the **premises** including

- (a) landlord's fixtures and fittings therein and thereon;
- (b) outbuildings, annexes, extensions, canopies, conveniences;
- (c) foundations;
- (d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
- (e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
- (f) pedestrian malls, associated lampposts and street furniture where the responsibility of the **insured**;
- (g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such **property** for which the **insured** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
- (h) underground storage tanks;
- (i) tenant's improvements where the responsibility of the **insured** and **property** comprising fixtures and fittings (but excluding moveable contents) formerly the **property** of tenants but relinquished to the **insured** at the time of the surrender of the lease;
- (j) machinery and plant;

but excluding **property** more specifically **insured**.

Business The ownership by the **insured** of land and buildings at the **premises**.

Contents Household goods within the **property**, which **you** own or which **you** are legally liable for.

Contents includes:

- carpets, but not permanently fitted flooring
- tenants' improvements and alterations, above ground storage tanks or all other contents at the **premises** which are the **property** of the **insured** or held by them in trust for which they are responsible

Contents does NOT include:

- motor vehicles caravans, trailers or watercraft or their accessories
- televisions, satellite decoders, radios, audio equipment and home computers
- money, certificates or documents
- clothing, personal effects, pedal cycles
- any living creature
- domestic oil in fixed fuel tanks
- any part of the **buildings**
- any **property** held or used for **business** purposes
- any **property insured** under any other insurance
- any **high risk items**
- landlord's fixtures and fittings therein and thereon;
- **property** more specifically **insured**.

Cyber Any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets

Damage loss of, destruction of or damage to tangible **property**

Employee Employee means any person whilst:
engaged under a contract of service or apprenticeship with the **insured**; acting in the capacity of non-executive director of the **insured**; not under a contract of service or apprenticeship who is, at the requirement of the **insured**, supplied to, hired or borrowed by the **insured** in the course of **business** and under the control of the **insured**, including but not limited to:

1. persons on secondment from another company that is not an **insured** under this policy;
2. labour masters or persons supplied by them;
3. labour only subcontractors;
4. self-employed persons;
5. drivers or operators of hired-in plant;
6. persons engaged under work experience, training, study, exchange or similar schemes;
7. any officer, member or voluntary helper of the organisations or services stated in the **business**;
8. voluntary workers, helpers and instructors;
9. employee(s) elected on any industry users committee;
10. outworkers or homeworkers employed under contracts to personally execute any work in connection with **business** while they are engaged in that work;
11. prospective employees who are being assessed by the **insured** as to their suitability for employment;
12. any person a Court of Law in the Republic of Ireland deems to be an employee; provided that the **insured** can always request that any such person is not treated as an employee.

Endorsement A change in the terms and conditions of this insurance.

Excess The amount payable by **you** as shown in the **schedule** in the event of a claim

Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding.
High Risk Items	Antiques, articles of gold, silver or other precious metals, camping equipment, compact discs, computer equipment, credit, debit, charge, cheque or cash cards, curios, digital versatile/video discs, DVD players/recorders, furs, guns and firearms, jewellery, mobile phones, money, pedal cycles, paintings, photographic equipment, portable electronic games, portable musical instruments, portable sports equipment, stamp, coin and medal collections, televisions, video and audio equipment, portable electronic equipment and watches.
Landslip	Downward movement of sloping ground.
Property	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	the land occupied by the insured for the purpose of the business at an address(es) specified in the schedule which is deemed to be unoccupied .
Pollution	Pollution means: <ul style="list-style-type: none"> ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time; iii. any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that the insured or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of pollutants.
Refurbishment	Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, w.c, bath, shower, carpeting, internal joinery, plastering, installation/repair of central heating and external window replacement.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured , the excess , the period of insurance and the sections of this insurance which apply.
Settlement	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.
Standard Construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt (including flat roofs), metal or concrete, unless otherwise agreed by endorsement .
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Territorial limits	means the Republic of Ireland .
Unoccupied	The property is unoccupied when it is not being lived in.
We / us / our	Lloyd’s Insurance Company as named in the Schedule
You / your / insured	The person or persons named in the schedule .

Important: Information About Your Policy

Cooling Off Period

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and **Securus Insurance Ltd** receives written confirmation of cancellation by post or email within 14 working days of the policy start date or the date **you** receive full policy documentation, whichever is later.

If **you** cancel within the 14 working day period and provided **you** have not made a claim, **Securus Insurance Ltd** will refund any premiums paid, less a pro-rata premium for the period you are on cover and the administrative charge stated in the **schedule**.

Cancellation Conditions

We or **Securus Insurance Ltd** can cancel this insurance contract by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance contract has been in force and whether **you** have made a claim.

Examples of why **your** insurance contract may be cancelled are as follows:

- if **you** change **your** address;
- Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** or **Securus Insurance Ltd**.
- A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
- **You** have deliberately misrepresented any information given to **us**.
- **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
- If **you** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **us**.

You are entitled to cancel this policy after the cooling-off period by notifying us in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due. Any return premium will be subject to an administrative charge as stated in the **schedule**.

The cost(s) of any survey fees incurred by **Underwriters** will be deducted from any return premium due. Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter-post properly addressed.

Changes in Circumstances

We have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **Securus Insurance Ltd** of any changes to the answers **you** have given as soon as possible.

Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also **your** premium and/or **excess**.

In particular, **you** must tell **Securus Insurance Ltd**:

- if **you** change **your** address;
- if **you**, or any person named in the **schedule**, change occupation;
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;

- about any changes to **your contents** that will increase the reinstatement costs

Please also ensure that **you** review Page 10 for other more specific general conditions relating to **your property** whereby it will be necessary to advise **Securus Insurance Ltd** of changes.

Sums Insured

You must ensure the sums **insured** provided are correct.

The **buildings** sum **insured** must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

Buildings awaiting demolition

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that, if at the time of **damage** any **buildings** are awaiting demolition, the maximum liability of the **insurer** shall not exceed the additional costs of removing debris, in accordance with the Debris removal clause, which are incurred by the **insured** solely as a result of **damage**.

Debris removal

In the event of **damage** by an **insured** peril that is **insured** by this **insured** section the **insurer** will, with its prior consent which consent will not be unreasonably withheld, indemnify the **insured** for the costs necessarily incurred by the **insured** in:

- removing debris from the damaged **property** site and the area within two hundred and fifty metres (250m) of the perimeter of the damaged **property** site;
- cleaning or clearing the drains, the sewers and/or the gutters of the damaged **property** site and the area within two hundred and fifty metres (250m) of the perimeter of the damaged **property** site;
- dismantling and/or demolishing of, or shoring up, propping and/or fencing the portion(s) of the **property insured** that has been **damaged** by an **insured** peril.

Except that the **insurer** will not be liable for any cost and expenses:

- arising from **pollution** or contamination of **property** not **insured** by this policy;
- of temporary boarding up of windows

Provided that if at the time of **damage** any **buildings** are **insured** on a debris removal only basis, the **insurer's** maximum liability up to the maximum sub-limit shown in the **schedule**, in respect of such **property** shall not exceed the additional costs of removing debris which are incurred by the **insured** solely as a result of **damage**.

The **contents** sum **insured** must be enough to replace all the **contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

Non-payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

Renewal

We are not bound to offer renewal of this policy.

Fraudulent claims

- 1) If **you**, or any one acting for **you**, make a fraudulent claim under this insurance contract, **we**:
 - (a) Are not liable to pay the claim; and
 - (b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - (c) May by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **we** exercise **our** rights under clause 1) c) above:
 - (a) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - (b) **We** need not return any of the premiums paid.

Subrogation

- a) Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- b) The **insured** or any other party **insured** by this policy will, at the request and expense of the insurer, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the insurer for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their indemnification by the insurer.
- c) In the event of any payment under this insurance, the insurer will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- d) The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; the insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- e) Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

General Conditions applicable to the whole of this insurance

Failure to comply fully with any of the general conditions listed below will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply. **You** must comply with all the terms and conditions of this policy. **You** must also take care to limit any loss, **damage** or injury.

1. **You** or **your** representatives must visit the **premises** for internal and external inspection purposes at least once a week and a record of all such inspections to be kept and any defects revealed by such inspections remedied as soon as reasonably practicable.
2. The **property** must be maintained in a good condition, good state of repair and be structurally sound.
3. All loose material to be kept clear of the **property**.
4. **You** must ensure, (a) that all protections provided for the security of the **property and (b)**, all alarm systems and locks, as stipulated in Condition 7 and 8, are maintained in good working order and are in full and effective operation as required and instructed by **Securus Insurance Ltd**.
5. **You** must as soon as reasonably practicable inform **Securus Insurance Ltd** of any change to the occupancy of the **property** from that last disclosed to **us** or if the **property** becomes illegally occupied.
6. **You** must as soon as reasonably practicable inform **Securus Insurance Ltd** if the **property** is to be demolished or if the **property** becomes subject to compulsory purchase order.

When **Securus Insurance Ltd** receives notice of the above, **we** or **Securus Insurance Ltd** have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

7. Unoccupied or vacant premises Condition

- a) the mains supply services are switched off at the point of supply to the building other than in respect of the following circumstances:
 - (i) the circuit(s) of the electricity supply which is/are needed to maintain any fire or intruder alarm system in operation;
 - (ii) water, gas and electricity left on to avoid risk of damp;
 - (iii) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the **premises** is occupied.
 - (iv) water, Gas and Electricity left on if the **insured** is staying at the **premises** overnight.
- b) the **premises** are inspected thoroughly both internally and externally at least once each week by the **Insured** or **employees** of the **Insured** and:
 - (i) all defects in maintenance and security are rectified immediately;
 - (ii) accumulations of combustible materials such as junk mail, in and around the **premises** are removed during inspection;
 - (iii) with records of such inspections maintained away from the **premises**;
- c) all windows and doors to the **premises** are secured against illegal entry by good quality locks and other security measures, all of which are in operation;
- d) the perimeter fences, walls and gates are maintained in good repair. throughout the **period of insurance** unless otherwise agreed by the insurers.

8. Intruder and fire alarm Condition

As regards **damage** caused by, arising from or contributed to by fire, or explosion, it is agreed that in relation to any intruder and or fire alarm specified and required by the **insurer** under the terms of this policy the **insured** will:

- a) ensure the alarm system is installed in accordance with the manufacturer's specification and any other specifications of the insurer and no alteration or variation of the system or any

- structural alteration to the **premises** which would affect the system will be made without the prior written consent of the insurer;
- b) ensure that the intruder and or fire alarm is in full and efficient working order at all times and regularly serviced under the manufacturer's maintenance contract and any other maintenance requirements of the insurer;
 - c) notify the insurer as soon as reasonably practicable of any defects that arise in such alarm systems, ensure that such defects are remedied as soon as reasonably practicable and notify the insurer as soon as reasonably practicable once such defects are remedied;
 - d) ensure that the intruder alarm is tested and fully set by the **insured** or any competent adult authorised by the **insured** to be responsible for the security of the **building**;
 - e) notify the insurer immediately of any disconnection or failure of, or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
 - f) ensure that there are available keyholders notified to all appropriate services.

The insurer will not be liable for **damage** caused by fire, or explosion, subsequent to the **insured** receiving a written notification from an intruder and/or fire alarm company that the maintenance is suspended or from the relevant police authority or fire brigade that alarm signals from the **building** will no longer be answered.

Cover provided by this **insured** section will not be invalidated by any defect in the said systems due to circumstances beyond the control of the **insured** arising after the systems have been properly set.

9. Reasonable precautions Condition

The **insured** will take all reasonable precautions to prevent **damage** and failure to do so will preclude any payment under this **insured** section.

Where the **insurer** specifies certain precautions or other risk improvements to be carried out to an explicit timetable then if the precautions or improvement are not completed as required, the insurer can give written notice to the **insured** at its address shown on the **schedule** cancelling the policy with effect from the seventh (7th) day after the notice has been served, but that cancellation will be prevented from taking effect and the policy continue if the precautions or improvement are completed as required before the cancellation takes effect. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the policy. Without prejudice to other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

10. Applicable law

This policy is governed by the law of the Republic of Ireland and is subject to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising under or in connection with the policy, including any dispute as to the formation or validity of the policy.

11. Assignment

Assignment of interest under this policy will not bind the insurer unless and until the insurer's written consent is endorsed hereon.

12. Contract rights of third parties

Save as provided for in section 21 of the Consumer Insurance Contracts Act 2019, this insurance does not confer or create any right by any person who is not named as the **insured** and both the insurer and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

13. Contribution

If at the time of any claim there is any other valid and collectible insurance available to the **insured** or any other **insured** party other than insurance that is specifically stated to be in excess of this policy, and names the **insured** for the insurance, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance.

14. Document management

The insurer may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

15. Dispute resolution

All matters in dispute between the **insured**, other **insured** parties and the insurer arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any **settlement** of the dispute at mediation will be conducted in confidence.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Incorporated Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

16. Inspection and audit

The insurer or such representative as the insurer may designate, will be permitted but not obligated to inspect the **insured's property** and operations at any time given reasonable notice. Neither the insurer's right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such **property** or operations are safe.

17. Insurance Act 1936 and Finance Act, 1990

All monies which become or may become due or payable by the insurer under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. Further, the appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

18. Material alteration

This insurance will be voidable if after the commencement of this insurance there is a change in the subject matter of the contract of insurance, or the risk of **damage, bodily injury**, personal injury nuisance or denial of access or liability is increased by any act or omission of the **insured** whereby the insurer can properly say that the change in circumstances amounts to a new risk which, on the true construction of

the policy, the insurer did not agree to cover, unless such change or changes of circumstances has been expressly acknowledged and accepted in writing or by electronic medium by or on behalf of the insurer.

19. Duty of Disclosure

The **insured** or any party acting on behalf of the **insured** is under a duty to answer all questions posed by the insurer honestly and with reasonable care in connection with the **insured's** application for insurance, whether at inception or otherwise. Failure to disclose all information requested by the insurer during the application process may prejudice the **insured's** position with the insurer:

(i) Innocent misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves an innocent misrepresentation, the insurer shall pay the claim made and shall not be entitled to avoid this contract on the ground that there was a misrepresentation.

(ii) Negligence misrepresentation

If the **insured** or anyone acting on its behalf makes a claim under this contract of insurance and where the **insured** or anyone acting on its behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves a negligent misrepresentation (that is, one that was not fraudulent):

- (a) If the insurer would not have entered into the insurance contract on any terms, the insurer may avoid the contract and refuse all claims, but shall return the premiums paid;
- (b) If the insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if the insurer so requires.
- (c) If the insurer would have entered into the insurance contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim.
- (d) Where there is not any outstanding claim under the insurance contract, the insurer may either:
 - (i) give notice to the **insured** that in the event of a claim it will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to the **insured**.

(iii) Fraudulent misrepresentation

Where a claim is made under this contract of insurance and where an answer by the **insured**, or anyone acting on its behalf, involves a fraudulent misrepresentation, or where any conduct by the **insured**, or anyone acting on its behalf (relative to this contract or the steps leading to its formation) involves fraud of any other kind, the insurer shall be entitled to avoid this contract of insurance.

20. Minimisation of risk

The **insured** will take all reasonable steps at its own expense to prevent an **insured** event:

1. arising; or
2. continuing.

Upon the happening of an **insured** event and at all times thereafter, the **insured** shall act as a prudent **uninsured** and take all reasonable measures as are appropriate to avoid or minimise any claims which

arise or may arise from that **insured** event. Any failure by the **insured** to take such steps shall reduce or extinguish the insurer's liability to indemnify the **insured** under the policy to the extent that such failure has increased the claim under the policy.

21. Observance

The due observance and fulfilment of the provisions of this policy insofar as they may relate to anything to be done or complied with by the **insured**, or are already described in the policy as conditions. Any waiver by the insurer of any provision will not prevent the insurer from relying on such term or condition in the future.

- 1) In the event of a breach of any condition in the policy, and without prejudice to any of the insurer's other rights, the insurer may reject or reduce claims connected with the breach to the extent the insurer can demonstrate prejudice.
- 2) In the event of a breach of any condition in the policy, and without prejudice to any of the insurer's other rights, the insurer may reject or reduce claims connected with the breach, and continue the policy on such terms as the insurer may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the insurer.

22. DATA PROTECTION SHORT FORM PRIVACY NOTICE

Your privacy notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <https://www.lloydsbrussels.com> or in other formats on request.

Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <https://www.lloydsbrussels.com> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Securus Insurance Ltd
Suite 3, Stafford House, Strand Road, Portmarnock,
Co. Dublin. D13 TR59

www.securus.ie
Phone +353 1 8464512

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

LBS0046B
11/06/2019

23. Subscribing insurer

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

24. Representation

The **insured** will act on behalf of all other **insured** parties under this policy with respect to the giving and receiving of any notices from the insurer or their representatives including any notice of cancellation. The payment to the **insured** of any return premium that may be payable under this policy will satisfy the insurer's obligations to return premium to any other **insured** party.

25. Return premiums and additional premiums

If the **insured** makes any amendments to this **Policy** and the resulting pro-rata additional or return premium is less than €30 (excluding levy) **We** will not apply this amount and the return or additional premium due shall be nil.

Extensions applicable to Section One

European Union and public authorities

In respect of **buildings**, the additional cost of reinstatement of the damaged **property insured** as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive except that the amount recoverable under this clause will not include:

- a) the cost incurred in complying with any such regulations, bye-laws or directive:
 - 1) in respect of **damage** occurring prior to inception;
 - 2) in respect of **damage** not **insured** by this **insured** section;
 - 3) under which notice has been served upon the **insured** prior to the happening of the **damage**;
 - 4) in respect of undamaged **property insured** or undamaged portions of **property insured** other than foundations (unless foundations are specifically excluded from the insurance by this (**insured** section) of that portion of the **property** damaged;
- b) the additional cost that would have been required to make good the **property** damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, bye-laws or directives not arisen,
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by the owner thereof by reason of compliance with any of the aforesaid regulations, bye-laws or directives
- d) if the liability of the insurer in respect of any item of **property insured** apart from this clause is reduced by the application of any of the terms and conditions of this insurance or this clause then the liability of the insurer under this clause in respect of any such **property insured** will be reduced in like proportion;
- e) the insurer will have no liability under this clause unless the work of reinstatement is commenced and carried out with reasonable despatch (which may be carried out upon another site and in any manner suitable to the requirements of the **insured** subject to the liability of the insurer not being thereby increased).
- f) the total amount recoverable under this clause in respect of any item of **property insured** will not exceed the applicable sum **insured** or limit of liability.

Fire extinguishment expenses and emergency services damage

- a) If stated as '**insured**' in the **schedule** an amount for:extinguishment expenses reasonably incurred by the **insured** in order to minimise
- b) **damage** to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the **premises** caused by emergency service vehicles while attending an incident involving **damage** for which the insurer has accepted a claim under this **insured** section; Except that the insurer's liability for costs and expenses will not exceed the amount stated in the **schedule**.

Temporary repairs following damage

Following **damage** at the **premises**, the cost of boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the **building** secure; the installation of temporary doors made necessary for weather-proofing or securing the building; weather-proofing **buildings** and securing the site. The insurer's liability for such costs and expenses will not exceed €10,000 for any one claim during the **period of Insurance**.

Contracting purchaser

If at the time of **damage** to any **building insured** under this 'Insured section - Property damage' the **insured** has contracted to sell its interest in such building, the purchaser will be entitled to the benefits of this 'Insured section – Property damage' insofar as it relates to such **damage** without prejudice to the rights of the **insured** or the **insurer** up to the date of completion provided that:

- a) **damage** takes place during the period from exchange to completion;
- b) the completion is finalised;
- c) the **property** is not otherwise **insured** by or on behalf of the purchaser against such

damage.

Other parties

The interest of such other parties including, as the case may be lessors, mortgagees, banks, hire purchase companies specified in the **schedule** (or notified by the **insured** to the **insurer** in writing from time to time) is noted in this insurance, but only to the extent of their financial interest in the **property insured**, but not as joint **insured**.

In the event of any claim the:

- a) **insured** will immediately declare to the **insurer** the names of such interested parties; and
- b) **insurer** will consult with such declared interested parties as regards the manner and method of any indemnity so as to protect the direct financial interests of such parties.

Claims Conditions applicable to the whole of this insurance

Your duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team at Lucas Claims Solutions:

Wesler House

45 Church View

Hollywood, Co. Down, BT18 9DP

Tel: 048 2891 271491

Fax: 04828 91 457368

Email:office@lucas-solutions.com

Please note that claims are administered on our behalf by Lucas Claims Solutions

You must notify Lucas Claims Solutions as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. The **insured** will give notice in writing or by an agreed electronic medium, to the **insurer**

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or **damage**
- Details of the loss or **damage** together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. When you call us, we may:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the **damage** to be inspected by one of our claims advisors, an independent loss adjuster or other expert – their aim is to help us agree a fair **settlement** with you; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the **damage**, or to undertake further investigations.

For **buildings** claims, we have a network of authorised repairers ready to put things right. If we appoint an authorised repairer:

- They will make your home safe for you,
- If further work is required, they will arrange a convenient time to complete the work,
- You will not need to obtain estimates,
- You can be assured of the standard of the work.

For **contents** or valuables and personal belongings claims, if an authorised repairer or supplier is used:

- we will arrange for someone to repair or replace the lost or damaged items,
- you can be assured of the standard of work

2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or **damage** has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
6. It is **your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, **damage** or injury.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and by notice to **you** treat the contract as having been terminated with effect from the occasion of failure to comply.

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

In the first instance please call **Securus Insurance Ltd** on 00 353 (1) 8464512 .

Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name and any action **we** consider necessary to enforce **your** rights or **our** rights under this **insurance**.

Other insurance

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

Insured's duties

For each and every claim the **insured** and any person acting on behalf of the **insured** must:

- 1) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without the written consent of the insurer;
- 2) not incur any expense without the consent of the insurer except at the **insured's** own cost;
- 3) always act honestly and with reasonable care, there being no rights to any form of payment or indemnity under the policy in the event that any claim is made fraudulently;
- 4) give all such information, assistance and forward all documents to enable the insurer to investigate, settle or resist any claim as the insurer may require;

- 5) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- 6) not destroy evidence or supporting information or documentation without the insurer's prior consent; nor destroy any plant or other **property** relating to an occurrence, loss or suit that may give rise to a claim under this policy;

Claims Conditions that apply to Section One - Property Damage

Settling claims - How we deal with your claim

- a) In the event of **damage** to **property insured** under this **insured** section the basis of reinstatement shall be as follows: Where the **property insured** is covered on a 'reinstatement' basis:
 - (i) where the **property insured** is destroyed, the rebuilding of the **property** if a building, or, in the case of other **property**, its replacement by similar **property**, in either case in a condition equal to but not better or more extensive than its condition when new;
 - (ii) where the **property insured** is **damaged**, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.
- b) Where the **property insured** is covered on a debris removal only basis, the maximum liability of the insurer shall not exceed the costs of removing debris, in accordance with the Debris removal clause, which are incurred by the **insured** solely as a result of **damage**.

Basis of settlement conditions

- a) If the insurer elects or becomes bound to reinstate or replace any **property insured**, the **insured** will, at its own expense, produce and give to the insurer all such plans, documents, books and information as the insurer may require.
- b) The insurer will not be bound to reinstate exactly or completely but only as circumstances permit, and in a reasonably sufficient manner, and will not in any case be bound to expend in respect of any item of the **property insured** more than the sum **insured** or sub-limit thereon.
- c) If at the time of any **damage** to any **property insured**, such **property** is covered by any other insurance effected by or on behalf of the **insured** but is not on the identical basis of reinstatement to the terms of this clause, then this policy excludes and does not cover payment of any amount in excess of the amount that would have been payable if this condition had not been incorporated.
- d) The work of reinstatement must be commenced and carried out with reasonable despatch, otherwise no payment will be made beyond the amount which would have been payable under this **insured** section if this condition had not been incorporated.
- e) The insurer will have no liability to pay any amount beyond the amount that would have been payable under this **insured** section if this condition had not been incorporated until such time as the cost of reinstatement has actually been incurred.

We will subtract an amount for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

We will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a suite or part of a common design or function when the loss or **damage** is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or **damage** it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or **damage**.

Your sum insured

We will not reduce the sum **insured** under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

If **you** are under **insured**, which means the cost of rebuilding the **buildings** at the time of loss or **damage** is more than **your** sum **insured** for the **buildings**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum **insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however, the correct sum **insured** is shown to exceed **our** acceptance criteria **we** may refuse to pay **your** claim.

The sums **insured** in this section will be index linked at each renewal of **your** policy in line with The House Rebuilding Cost Index issued by the Society of Chartered Surveyors Ireland. At renewal, the premium will be charged on the adjusted sum **insured**. For **your** protection should the index fall below zero **we** will not reduce the sum **insured**.

Limit of insurance

We will not pay more than the sum **insured** for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects', surveyors', consulting engineers' and legal fees.

COMPLAINTS

What the **insured** should do

The insurer strives to provide an excellent service to all its customers but occasionally things can go wrong. The insurer takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **insured** has a question or complaint about this insurance or the conduct of its broker, they should contact that broker in the first instance at the following address:

Securus Insurance Limited, Suite 3, Stafford House, Strand Road, Portmarnock, Co. Dublin.

www.securus.ie

Phone +353 1 8464512

A summary of the insurer's complaint handling procedure is available on request and will also be provided to the **insured** when acknowledging a complaint.

Alternatively, if the **insured** wishes to contact the insurer directly the **insured** should write to the following address:

Any complaint should be addressed to:

Service Manager

Operations Team

Lloyd's Insurance Company S.A.

Bastion Tower

Marsveldplein 5

1050 Brussels

Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydsbrussels.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: info@fspoi.ie

Website: www.fspoi.ie

General Exclusions applicable to the whole of this insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

1. loss or destruction of or **damage** to any **property** or any resulting loss or expense whatsoever arising therefrom.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereto it is agreed that this insurance excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.

or

(2) any act of terrorism.

an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, **damage**, 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **insured**.

In the event any portion of this **endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

c) Existing and Deliberate Damage Exclusion

We will not pay for loss or **damage**:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or **your** representatives

d) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

1. loss or destruction of or **damage** to any **property** or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

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

e) Contamination (other than Nuclear, Biological and Chemical Contamination) and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, **pollution**, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This general exclusion does not apply if such loss or **damage** arises out of one or more of the following perils – fire and resultant smoke **damage**, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious **damage**, **subsidence**, **heave** or **landslip**.

f) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This general exclusion applies regardless whether there is:

- a Any physical loss or **damage** to the **property**
- b Any **insured** peril or cause, whether or not contributing concurrently or in any sequence
- c Any one loss, occupancy or functionality
- d Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns.

g) Diminution in Value Exclusion

We will not pay for any reduction in value of the property following repair or replacement paid for under this insurance.

h) Contractors Exclusion

We will not pay for any loss, **damage** or liability arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the **property**, including where **you** are working in **your** capacity as a professional tradesman.

i) Cyber and Data Exclusion

We will not pay for any:

a. Cyber

loss, **damage**, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

b. Electronic Data

- c. loss of or **damage** to any electronic data (for example files or images) wherever it is stored.

(This part (b) of this exclusion shall not apply if losses arise from non-malicious cyber-related risk)

j) Faulty Workmanship Exclusion

We will not pay for:

Any loss or **damage** arising from faulty design, specification, workmanship or materials.

k) Wear and Tear Exclusion

We will not pay for:

Any loss or **damage** caused by wear and tear or any other gradual operating cause.

l) Domestic Pets, Insects or Vermin Exclusion

We will not pay for:

Any loss or **damage** caused by domestic pets, insects or vermin.

m) Sanction Limitation and Exclusion

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.

n) Indirect Loss or Damage

We will not pay for any loss or **damage** that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

o) Infectious Or Contagious Disease Exclusion

This Insurance does not cover any loss, **damage**, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

p) Excluded property

or in connection with the following **property** unless specified to the contrary in the **schedule**:

- a) livestock, fishstock growing crops or trees;
- b) watercraft or aircraft or other aerial devices or satellites;
- c) motor vehicles or their **contents**, accessories, caravans or trailers;
- d) money, bullion, foreign coins, counterfeit or substitute money;
- e) jewellery, watches, fine art, antiques, gold and silver
- f) land, piers, jetties, bridges, culverts or excavations;
- g) moveable **property** in the open, gates or fences;
- h) any motor vehicle the use of which is not permanently confined to the **premises**;
- i) **property** in the course of erection or installation.

q) Asbestos exclusion

This policy excludes Asbestos, including but is not limited to (i) the mineral in a raw unprocessed state (ii) mineral particles, fibers, or dust (iii) other materials and products that incorporate greater or lesser quantities of the mineral and/or raw asbestos,(iv) asbestos contained in any products, goods, materials, **buildings**, structures, or other real or personal **property** (v) or in any form and any such claims arising directly or indirectly out of or caused by **damage** to Asbestos, described in (i) to (v). Furthermore all subsequent **damage**, clean-up costs, removal of debris, disposal and decontamination costs caused by or arising directly or indirectly out of or caused by **damage** to Asbestos are also excluded under this Policy of Insurance.

r) Property Development Exclusion

The Insurer shall not provide cover under this insurance in respect of any construction, erection, alteration, extension, **refurbishment**, repair or maintenance of any building or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.

The following perils are applicable

Section – Property Damage

What is covered	What is not covered
This insurance covers the Property insured for loss or damage directly caused by the following insured perils;	We will not pay;
1. Fire and resultant smoke damage but excluding damage caused by: .	a) the excess shown in the schedule b) i) explosion resulting from fire; ii) earthquake or subterranean fire; iii) its own spontaneous fermentation or heating or its undergoing any heating process involving the application of heat
2. Lightning	a) the excess shown in the schedule
3. Explosion i. of boilers; ii. of gas; used for domestic purposes only	a) the excess shown in the schedule b) damage caused by earthquake or subterranean fire.
4. Aircraft or other aerial devices or articles dropped there from;	a) the excess shown in the schedule

Section – Property Damage Additional Covers

The following cover is applicable

This section of the policy also covers;	We will not pay;
<p>A) Expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) the excess shown in the schedule</p> <p>b) any expenses for preparing a claim or an estimate of loss or damage</p> <p>c) any costs if Government or local authority requirements have been served on you before the loss or damage</p> <p>d) any amount over 15% of the buildings sum insured</p>
<p>B) Anyone buying the property who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>a) the excess shown in the schedule</p> <p>b) If the buildings are insured under any other insurance</p>
<p>C) Loss or damage to the property caused by the emergency services attending the premises as shown under extensions applicable to Part one.</p>	<p>a) the excess shown in the schedule</p> <p>b) more than the amount stated on the schedule of Insurance.</p>

Coverholder:

Securus Insurance Ltd
 Suite 3 Stafford House
 Strand Road
 Portmarnock D13 TR59
 Co Dublin
 Tel: +353 18464512
 Email: info@securus.ie

Registration Number of Coverholder: 113977OUK

Securus Insurance Ltd is authorised by the Central Bank of Ireland.

LLOYD'S