

STRATA HOUSEHOLD INSURANCE POLICY DOCUMENT

All Sections or only some Sections may apply depending on the cover you have requested. Please see the Schedule and Statement of Fact to clarify the Sections applicable/Operative to this policy.

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WELCOME TO Strata HOUSEHOLD INSURANCE

This policy is a contract solely between the **company** and **you**.

The statement of fact, schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on pages 9 and 10 of this policy Document.

We will insure **you** against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

The cover applies a the risk location as per the policy schedule and elsewhere as noted on the policy document Republic of Ireland except when **we** state otherwise in the policy.

Each policy document is specific to each client and risk. Please note that this policy is tailored to meet the requirements set out at submission stage and therefore some Sections and parts of Sections may be not be Operative as per the Schedule of Cover. There is no cover for any claim or incident under any deleted section or deleted part of any Section.

DEFINITION

Company, the Company, Companies, Underwriters, Underwriter, We, Us or Our shall refer to all of the companies listed on the Schedule and Statement of Fact and Frost Insurances Ltd T/a Frost Insurances, Frost Underwriting, UQuote, Strata, Integrity Underwriting at all times as authorised underwriting agents and administrators (and for no other purpose) of Insurer/s and or Reinsurer/s with no liability under this **Document**

IMPORTANT NOTE

Please read this policy document carefully and ensure that it meets your requirements. If you have any query, please contact your agent whose details are shown in the schedule. Please keep this policy in a safe place you may need to refer to it if you make a claim.

Introduction

Your Policy, Schedule and Statement of Fact

Here is your Insurance Policy containing full details of the insurance being provided. The schedule and Statement of Fact contains particulars personal to your insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy. May **We** please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

Important - please note: only those section showing as in force/Operative in the attached schedule shall apply to your particular policy.

The Third EU Non-life Directive requires us to provide you with the following information:

The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, **We**, the applicable Insurer/s and or Reinsurer/s on Schedule and Statement of Fact, and you the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer/s and or Reinsurer/s with which your contract will be concluded is applicable per operative Section and listed on The Schedule and Statement of Fact.

Complaints procedure

In the event of disagreement or dissatisfaction with your contract, you can contact our complaints team on info@frostinsurances.ie. We will respond within 5 days. Once you have received your final response from us, if you are still dissatisfied you may refer your case to the Financial Services and Pensions Ombudsman.

Financial Services and Pensions Ombudsman 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 D02 VH29.

Tel: +353 (0)1 662 0899 Irish Landline or Locall from the Republic of Ireland: 1890 88 20 90

Email: enquiries@financialombudsman.ie | Website: www.financialombudsman.ie

Financial Services is an independent organization. The lodging of a complaint does not affect the consumer's right to institute proceedings in the competent court.

If you have any disagreement or dissatisfaction with the wording of the insurance policy, we invite you to make it known to Highdome PCC Limited, acting with respect to the TRIO Cell, Registered address: "Elmo" Alfred Craig Street, Ta' Xbiex XBX 1111, info@highdomepcc.com, www.highdomepcc.com. Your situation will be studied with the greatest care: the insurer will endeavour to resolve your complaint within 15 working days.

If you have any disagreement or dissatisfaction with the wording of the insurance policy, we invite you to make it known to . Your situation will be studied with the greatest care: the insurer will endeavour to resolve your complaint within 15 working days.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you can contact: Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245. Email: complaint.info@financialarbiter.org.mt (website: www.financialarbiter.org.mt). The Office of the Arbiter for Financial Services is dedicated to resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of recourse and may require the insurer to pay compensation to the consumer in the event that the consumer recourse is successful.

Please note that this home insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

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 good repair and take steps to avoid loss or damage.

Protection against fraud

Insurance fraud has an impact on both us and our customers, so we take certain measures to prevent it.

Fraud, misrepresentation and non-disclosure

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim;
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

How we deal with fraud to protect us and our customers

If **we** find that fraud has been committed, **we** will have the right to:

Definitions

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally designed and built to be a bedroom even if it now used for another purpose.

Buildings

The **home** being built of brick, stone or concrete and roofed with slates, tiles, fiberglass, asphalt or metal, including landlord's fixtures and fittings, its **garages** and domestic **outbuildings**, stairlifts, permanent swimming pools, fixed hot tubs, fixed Jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

Cost of Rebuilding

The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including architect and surveyor's fees.

Contents

What is insured

1. Household goods, **valuables** and belongings, including **money** up to €750 and credit cards up to €1,000 owned by, or the legal responsibility of you or a member of your family when in your home.
2. Tenant's fixtures and fittings.
3. Visitors personal effects up to €1,000 when in your home unless otherwise insured.
4. Office equipment and office furniture used by you or your family for business or professional purposes up to €6000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.

What is not insured

1. Mechanically propelled or assisted vehicles of all types (other than electric or motorized wheelchairs, mobility trikes and domestic robotic lawnmowers or gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
2. Swimming pool covers.
3. Pets and livestock.
4. Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.
5. Property more specifically insured.
6. Bonds, bills of exchange, promissory notes and securities for money.
7. Property used for Business or Trade purposes (other than office equipment and office furniture up to €6000 when in your home).
8. Plants, trees or any growing matter.
9. Contact or corneal lenses.

Credit Cards

Credit, cheque, debit, charge or cash cards.

Excess

The amount of each claim **you** have to pay. If you make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

Family

You, your domestic partner and other relations who permanently reside with **you**.

Garage

A structure originally built for storing a motor vehicle or motor vehicles.

Home

The house, bungalow or self contained flat/maisonette together with its **garages** and domestic **outbuildings** at the address shown in the schedule, used for private residential purposes.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Insured /you /your

The person or persons named as policyholder(s) in the schedule.

Landslip

Downward movement of sloping ground.

Money

Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Outbuildings

Unless we agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- Garages and sheds;
- caravans, mobile homes;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- pergolas, marquees, gazebos, awnings or polytunnels
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses with permanent foundation); or
- any structure not within the boundary of the home, unless we agree otherwise in writing.

Pedal cycle

Non-mechanically propelled **pedal cycle** but not excluding pedal assisted electric bicycles.

Personal effects

Personal property which is designed to be worn or carried on or about the person.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Terrorism

For the purpose of the General Policy Exclusion an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(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.

The company /we /us /our

Cowen Insurance Company Limited

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been lived in by **you** or **your family**, or any other person with **your** permission, for more than 45 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Valuables Items

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer/laptop equipment, mobile phone/ipad and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

Vermin Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

Water table

The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

Section 1: Buildings

What is insured	What is not insured
Loss of or damage to the buildings by the following causes:	<ul style="list-style-type: none"> ○ The first €200 of each and every claim, unless specifically noted otherwise. ○ Wet or dry rot ○ Loss or damage due to any gradually operating cause.
1. Fire, Smoke, Explosion, Lightning, Earthquake;	
2. Storm or Flood;	<ul style="list-style-type: none"> ○ Loss or damage caused: <ul style="list-style-type: none"> a. by frost, subsidence, heave or landslip; b. to fences and gates. ○ Loss or damage to basement rooms as a result of a rise in the water table.
3. Subsidence or heave of the site beneath the buildings, or landslip;	<ul style="list-style-type: none"> ○ The first €5000 of each and every claim ○ Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the home is damaged at the same time and by the same cause. ○ Damage caused by: <ul style="list-style-type: none"> a. the normal settlement or bedding down of new structures; b. the settlement or movement or made-up ground; c. water escaping from within the home or from pipes serving the home; d. coastal or river erosion; e. defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations; f. Pyrite; g. Mica. ○ Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the home are damaged at the same time and by the same cause. ○ Damage which originated prior to inception of this Policy . ○ Damage resulting from: <ul style="list-style-type: none"> i. demolition, construction, structural alteration or repair to the buildings; or ii. groundworks or excavation. ○ Any loss or damage where compensation is provided by contract or legislation.

4. Riot, Civil Commotion, Strikes, Labour Disturbances;	<ul style="list-style-type: none"> Loss or damage that is not reported to the gardai within seven days.
5. Malicious Acts;	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by you or your family or any person lawfully in your home.
6. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance;	<ul style="list-style-type: none"> The first €1000 of each and every claim Loss or damage caused after the buildings have been left unoccupied or unfurnished. Repairs to tanks, pipes or appliances unless caused by freezing. Loss or damage by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy).
7. Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> Loss or damage caused by domestic pets.
8. Theft or attempted theft;	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. Loss or damage caused by any person lawfully in your home.
9. Leakage of oil from any fixed heating installation; We will pay up to €30,000 for the costs for damage resulting from the escape of Oil from any fixed heating installations including the cost of all subsequent repairs/decontamination and environmental clean up.	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Any amount more than €30,000 unless agreed and noted on the schedule
10. Falling trees or branches;	<ul style="list-style-type: none"> Loss or damage to gates or fences. The cost of the removal of the tree or branch unless damage has been caused to the buildings by its fall. Damage caused by felling, lopping, or topping of trees.
11. Accidental damage to the buildings	<ul style="list-style-type: none"> Damage whilst the buildings or any part of them are lent, let, or sub-let, or are left unoccupied or unfurnished. Damage caused by: <ul style="list-style-type: none"> faulty workmanship, defective design, or the use of

	<p>defective materials; caused by any workers but not including owner accidental damage.</p> <ul style="list-style-type: none"> ii. wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin; iii. domestic pets; iv. movement, settlement or shrinkage in any part of the buildings; v. movement of the land belonging to the buildings; vi. demolition or structural alteration or repair. <ul style="list-style-type: none"> o Any destruction or damage otherwise shown as not insured under section 1 of this policy. o Market depreciation, the cost of maintenance and redecoration. o The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.
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Extensions to Section 1 - Buildings

What is insured	What is not insured
<p>A. Fees and other Expenses</p> <p>We will pay the costs incurred by you with our written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:</p> <ul style="list-style-type: none"> a. architects, surveyors, legal and other fees; b. the cost of clearing the site and making the buildings safe; c. the additional cost of rebuilding or repair of the damaged part of the buildings solely to comply with any government or local authority requirements, unless you were given notice of the requirement before the loss or damage occurred. 	<ul style="list-style-type: none"> o Fees for preparing any claim o Costs for complying with requirements you were notified of before the loss or damage.
<p>B. Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy we will pay up to €25,000 for a maximum indemnity of 12 months</p> <ul style="list-style-type: none"> a. rent that you are responsible for paying or would have received until the home is again fit to live in b. extra accommodation costs, incurred with our written consent, for <ul style="list-style-type: none"> i. you, your family; ii. and domestic pets until the home is again fit to live in. 	

<p>C. Underground Pipes and Cables</p> <p>We will pay:</p> <ol style="list-style-type: none"> the cost of repair to pipes and cables following accidental damage by external means to cables, underground pipes or underground tanks all servicing the home and for which you are legally responsible. up to €1,000 for breaking into and repairing an underground pipe for which you are legally responsible and which services the home where it is essential to clear a blockage. 	<ul style="list-style-type: none"> ○ The first €300 of each and every claim. ○ Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. ○ Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.
<p>D. Your Liability to the Public</p> <p>We will pay for damages and claimants' costs and expenses which you become legally liable to pay for accidental:</p> <ol style="list-style-type: none"> death of any person; bodily injury to any person; illness or disease of any person; or damage to material property; <p>up to €2,600,000 in connection with</p> <ul style="list-style-type: none"> ○ any one claim; or ○ series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred solely as owner (not as occupier) of the home or the land belonging to the home.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> ○ Liability arising directly or indirectly from: <ol style="list-style-type: none"> any profession, business or employment other than the letting of the home if you have advised us that the home will be used for this purpose. ; the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles); any agreement unless you would have been liable had the agreement not been made; death, injury, illness or disease of any member of your family or a domestic employee; loss or damage to property owned, occupied or in the custody or control of you, your family or any domestic employee; or the charging of any electric vehicle that is not situated within the boundary of the home. g. It is hereby noted and agreed that there is no cover under D. Your Liability to the Public for Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them. Powered Personal Transporters(PPT's), Items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted). ○ Liability if you have any other insurance policy that covers the same loss.
<p>E. Fire Brigade Charges</p> <p>We will pay up to €3,000 for costs you have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the home which results in a claim under this policy.</p>	

<p>F. Emergency Access</p> <p>We will pay up to €1,000 for damage to the home and garden caused by the fire, gardai or ambulance services as a result of an emergency.</p>	<ul style="list-style-type: none"> ○ The first €200 of each and every claim.
<p>G. Trace and Access</p> <p>We will pay up to €1,000 for the costs incurred with our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<ul style="list-style-type: none"> ○ The first €200 of each and every claim. ○ Loss or damage to the heating or water system.
<p>H. H. Jury Service</p> <p>We will pay €25 for each day that you, your spouse or partner permanently living with you in this provide domestic home attends jury service in a court of Law in the Republic of Ireland. The maximum we will pay is €650 for any one claim. Written evidence will be required. Your claim experience will not be affected by a claim for jury service.</p>	

Section 1: Buildings – Basis of Claims settlement

1. **We** will pay up to the sum insured for **buildings** shown in the schedule for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
2. If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
3. If at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your** buildings **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. 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**.
4. **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

AUTOMATIC REINSTATEMENT

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

INDEX LINKING

Section 2: Contents

What is insured	What is not insured
Loss of or damage to the contents by the following causes:	<ul style="list-style-type: none"> ○ The first €200 of each and every claim, unless specifically noted otherwise. ○ Loss or damage due to any gradually operating cause.
1. Fire, Smoke, Explosion, Lighting, Earthquake;	<ul style="list-style-type: none"> ○ Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2. Storm or Flood;	<ul style="list-style-type: none"> ○ Loss or damage to contents in basement rooms as a result of a rise in the water table.
3. Subsidence or heave of the site beneath the buildings , or landslip ;	<ul style="list-style-type: none"> ○ The first €5,000 of each and every claim ○ Loss or damage caused by: <ul style="list-style-type: none"> a. the normal settlement or bedding down of new structures; b. the settlement or movement or made-up ground; c. coastal or river erosion; d. defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations; e. Pyrite; f. Mica. ○ Damage resulting from: <ul style="list-style-type: none"> i. groundworks or excavation. ii. demolition, construction, structural alteration or repair to the buildings; or
4. Riot, Civil Commotion, Strikes, Labour Disturbances;	
5. Malicious Acts;	<ul style="list-style-type: none"> ○ Loss or damage caused after the buildings have been left unoccupied or unfurnished. ○ Loss or damage caused by you or your family or any person lawfully in your home.
6. Escape of water from a fixed water or heating installation or plumbed in domestic appliance;	<ul style="list-style-type: none"> ○ The first €1,000 of each and every claim ○ Damage to the installation or appliance from which the water escapes. ○ Loss or damage caused after the buildings have been left unoccupied or unfurnished. ○ Loss or damage by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy)

7. Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> Loss or damage caused by domestic pets.
8. Theft or attempted theft;	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. Loss or damage caused by any person lawfully in your home. Any amount more than €5,000 in respect of contents within secure domestic outbuildings and garages (A limit of €2,500 applies for any one item other than for ride on or robotic lawnmowers where the limit is €5,000.)
9. Leakage of oil from any fixed heating installation;	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Damage to the appliance from which the oil escapes.
10. Falling trees or branches;	<ul style="list-style-type: none"> Loss or damage arising from felling, lopping or topping of trees.

Extensions to Section 2: Contents

What is insured	What is not insured
<p>A. Temporary Removal Of Contents</p> <p>We will pay for contents lost or destroyed by any of the causes 1-10 of section 2 of this policy whilst temporarily removed from the home but remaining in the Republic of Ireland:</p> <ol style="list-style-type: none"> up to €5,000 in respect of contents whilst in university halls of residence or in student accommodation or otherwise up to 20% of the sum insured for contents shown in the schedule. 	<ul style="list-style-type: none"> The first €200 of each and every claim, unless specifically noted otherwise. Loss or damage in a furniture depository. Loss or damage caused by storm or flood to property not in a building. Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ol style="list-style-type: none"> a building or in the case of halls of residence or student accommodation, a locked room.
<p>B. Fatal Accident</p> <p>We will pay €5,000 if you or your partner die, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders, within 90 days of the incident.</p>	

<p>C. Fire Brigade Charges</p> <p>We will pay up to €3,000 for costs you have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the home which results in a claim under this policy.</p>	
<p>D. Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-10 of section 2 of this policy we will pay up to €25,000 for a maximum indemnity of 12 months rent:</p> <ol style="list-style-type: none"> that you are responsible for paying as occupier until the home is again fit to live in; or the extra accommodation costs, incurred with our written consent, for <ol style="list-style-type: none"> you, your family; and domestic pets until the home is again fit to live in. 	
<p>E. Deep Freezer Contents</p> <p>We will pay up to €500 for food in a domestic deep freezer in the home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> ○ The first €150 of each and every loss. ○ Loss due to the deliberate act of the supply authority. ○ Loss if the freezer is more than 10 years old at the date of the loss.
<p>F. Tenants Liability</p> <p>(applicable if the buildings are rented)</p> <p>Any amount which you become legally liable to pay as a tenant, and not as an owner of the buildings up to 20% of the sum insured for contents shown in the schedule in respect of damage to the buildings by any of the causes 1-10 and extension C of the buildings section of this policy.</p>	<ul style="list-style-type: none"> ○ Loss or damage caused after the buildings have been left unoccupied or unfurnished. ○ Malicious damage, theft or attempted theft, caused by you, your family or any other person lawfully in your home. ○ Theft caused by you, your family, paying guests or tenants. <p>;</p>
<p>G. Contents in the Open</p> <p>We will pay up to €2,000 for loss or damage by causes 1-10 of Section 2 for contents in the open within the boundaries of your home. This includes cover for flowers, plants, shrubs or trees in pots or containers.</p>	<ul style="list-style-type: none"> ○ The first €200 of each and every loss ○ Flowers, plants, shrubs, trees and any growing matter not in pots or containers. ○ Loss or damage caused after the buildings have been left unoccupied or unfurnished.
<p>H. Door Locks</p> <p>We will pay up to €1,000 in respect of replacement</p>	<ul style="list-style-type: none"> ○ The first €100 of each and every loss ○ Thefts not reported to the police.

<p>locks for external doors to the buildings if your keys are stolen or lost.</p>	
<p>I. Loss of Oil and Metered Water</p> <p>We will pay up to €1,000 for:</p> <ol style="list-style-type: none"> the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation. additional charges incurred by you as a result of accidental loss of metered water. 	<ul style="list-style-type: none"> ○ The first €300 of each and every loss. ○ Loss otherwise shown as not insured under section 2 of this policy. ○ Loss if the buildings have been left unoccupied or unfurnished. ○ Accidental loss of metered water costs recovered from the responsible water authority.
<p>J. Weddings, Birthdays and Religious Festivals</p> <p>The contents sum insured will be automatically increased by:</p> <ol style="list-style-type: none"> 10% during the month of your religious festival; 10% for 30 days before and after your wedding day; 10% for 7 days after your birthday; <p>to cover religious festival, wedding or birthday gifts.</p>	
<p>K. Public and Personal Liability</p> <p>We will pay for damages and claimants' costs and expenses which you or any member of your family become legally liable to pay for accidental:</p> <ol style="list-style-type: none"> death of any person; bodily injury to any person; illness or disease of any person; or damage to material property; <p>up to €2,600,000 in connection with</p> <ul style="list-style-type: none"> ○ any one claim; or ○ series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred:</p> <ol style="list-style-type: none"> solely as occupier (not as owner) of the home or the land belonging to the home; or in a personal capacity, (not as occupier or owner of any building or land) occurring in The Republic of Ireland and elsewhere in the world during a temporary visit. <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> ○ Death, bodily injury, illness or disease to any member of your family or domestic employee. ○ Loss of damage to property owned by, or in the custody or control of, you or any member of your family or any person permanently residing with you. ○ Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. ○ Liability arising directly or indirectly as a consequence of any criminal act by you or any member of your family. ○ Any agreement unless you would have been liable had the agreement not been made. ○ The ownership, use or possession of any: <ol style="list-style-type: none"> lift, stairlift, e-bike, caravan, trailer, aircraft including drones, watercraft including jet skis, hovercraft or boats (other than hand propelled watercraft); mechanically propelled or assisted vehicles (other than electric or motorised wheelchairs, mobility trikes and domestic robotic lawnmowers or garden machinery); animals except domestic pets other than dogs termed as dangerous in the regulations made under the Control of Dogs Act 1986 and any further amendments to that Act if the ownership or use is not in accordance with those regulations; or firearms, other than properly licensed shotguns.

	<ul style="list-style-type: none"> ○ Any profession, business or employment. ○ Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the Republic of Ireland. ○ Liability if you have any other insurance policy that covers the same loss. ○ Liability arising directly or indirectly from the charging of an electric vehicle that is not situated within the boundary of the home.
<p>L. Title Deeds</p> <p>We will pay up to €750 to prepare new title deeds to your home if they are lost or damaged while in your home or while lodged with a bank, building society or solicitor.</p>	

Optional extension to Section 2: Contents

<p>Accidental damage to contents when in your home</p>	<ul style="list-style-type: none"> ○ The first €200 of each and every claim, unless specifically noted otherwise. ○ Clothing (including furs), money, credit cards, contact and corneal lenses, Hearing Aids and food. ○ Loss or damage if the buildings are lent, let, or sub-let in whole or in part, or are left unoccupied or unfurnished. ○ Damage caused by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration. ○ Damage caused by domestic pets. ○ Damage caused by mechanical or electrical fault or breakdown or misuse. ○ Damage arising from depreciation in value or any costs not directly incurred as a result of the loss. ○ Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured. ○ Confiscation or detention.
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Section 2: Contents - Basis of Claims settlement

- a. **We** will pay up to the sum insured for **contents** shown in the schedule for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.

- b. The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the sum insured for **contents** shown in the schedule.
- c. The maximum amount **we** will pay for any valuable item is €1250 unless specifically insured.
- d. The maximum amount that **we** will pay in respect of any one loss under this section of the policy is the sum insured stated in the schedule
- e. If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the sum insured for **contents** shown in the schedule, **we** will pay only that proportion of the loss which the sum bears to the replacement cost. For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.
- f. **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- g. In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- h. In the event of loss or damage to any one article or pair or set of articles where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.
- i. Precious stones: The settings in the stones of any item of jewellery worth over €10,000 must be inspected once every three years by a competent jeweller and any defect remedied immediately.

Section 3: Extra Protection

A, B and C within the limits of The Republic of Ireland and anywhere in the world for up to 60 days in any one period of insurance.

A. Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p> <p>a. Articles of gold, silver and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones and other portable personal effects up to a limit of €1,250 for any one item up to a maximum sum Insured of €5,000 .</p>	<ul style="list-style-type: none"> ○ The first €200 of each and every claim, unless specifically noted otherwise. ○ Loss or damage to pedal cycles ○ Any loss or damage to contact and corneal lenses. ○ Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. ○ Documents or securities ○ Household goods, foodstuffs and domestic appliances. ○ Property more specifically insured. ○ Sports equipment whilst in use. ○ Equipment used for winter sports, water sports and camping. ○ Collections of stamps, coins and medals. ○ Televisions, audio and audio visual equipment. ○ Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle. ○ Tools or instruments used or held for business or professional purposes ○ Loss or damage to hearing aids ○ Loss or damage listed under What is not insured by section 3.
<p>b. Personal money and credit cards.</p> <p>Loss of money belonging to you or your family up to €350 for any one loss.</p> <p>Money comprising personal money held for private purposes by you or your family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.</p> <p>Your liability under the terms of the personal credit</p>	<ul style="list-style-type: none"> ○ Depreciation in the value of money. ○ Loss of money caused by accounting errors or omissions. ○ Loss of money not reported to the gardai within 24 hours of discovery or loss. ○ Loss of money held for business or professional purposes. ○ Loss listed under What is not insured by section 3. ○ Any loss unless the terms and conditions under which the card is issued have been fulfilled. ○ Losses not reported to the gardai within 24 hours of discovery of a loss. ○ Any loss as a result of unauthorised use by a member of your family or a person residing with you.

cards including cheque, debit, charge or cash cards, issued in the Republic of Ireland to **you** or **your family**, up to a maximum of €1,000 for any one loss.

- Loss listed under What is not insured by section 3.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

B. Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the appendix to section 3 in the schedule.	<ul style="list-style-type: none"> ○ The first €200 of each and every claim, unless specifically noted otherwise. ○ Loss or damage listed under What is not insured by section 3. ○ Loss or damage to pedal cycles ○ Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. ○ Sports equipment whilst in use. ○ Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from a luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

C. Pedal Cycles

What is insured	What is not insured
Loss or damage to pedal cycles in the appendix to section 3 in the schedule.	<ul style="list-style-type: none"> ○ The first €200 of each and every claim, unless specifically noted otherwise. ○ Theft of unattended pedal cycles unless in a locked building or attached by a security device to a permanently fixed structure. ○ Loss or damage listed under What is not insured by section 3 ○ Loss or damage: <ul style="list-style-type: none"> ■ to any pedal cycle being used for trade or business purposes; ■ to any pedal cycle being used in races, time trials and competitions or whilst practising for them; ■ to tyres and accessories unless the pedal cycle is lost or damaged at the same time;

Basis of Claims settlement

1. **We** will pay up to the sum insured (subject to any limits) shown in **your** schedule for the cost of replacing as new (or at

our option we will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.

2. In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
3. In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
4. In the event of loss or damage to any one article or pair or set of articles where the value exceeds €2500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
5. In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **we** will pay for any one loss is €100 in respect of these items.

What is not insured by Section 3:

- a. Electrical, electronic or mechanical breakdown or derangement.
- b. Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- c. Damage to watches and clocks caused by over winding.
- d. Loss of or damage:
 - i. by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, **vermin**, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - ii. to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
 - iii. arising from confiscation or detention by customers or other officials; or
 - iv. to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- e. Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them. Powered Personal Transporters(PPT's), Items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted).

Policy conditions

1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with you must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2. Your duty to prevent loss or damage

- You and any person seeking the benefit of this policy must take all steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- You and any person seeking the benefit of this policy should take all steps to prevent loss or damage as a result of any item failing to correctly recognise the date change.
- On the exterior you must
 - Check for out of place or missing tiles/slates, or deterioration in window and door frames.
 - Make sure that the gutters and downpipes aren't damaged or blocked by leaves and any form of debris.
 - If you use oil as a method of heating, you should have the tank and associated piping checked annually by a competent person and records kept. You should also make periodic inspections yourself.
- In the Interior

You must check for breakdowns or faults on items such as boilers to home appliances and anything considered a fire hazard such as but not limited to e-scooters.

3. Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability you had previously incurred under the policy, provided they fulfil the terms of the policy.

Change in circumstances

You must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- If **you** change address or the number of **bedrooms** is increased.
- you** or **your family** being convicted of a criminal offence (other than driving offences)
- If the **home** is to be left **unoccupied** for more than 45 consecutive days.
- If the sums insured shown in the schedule are not adequate
- A change in occupancy or use of the **home** address.

4. Cancellation the policy and the cooling-off period

You have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium less an administration fee of €25.00. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due. **You** may cancel **your** policy at anytime after the cooling-off period by email or in writing to **us**. As long as **you** have not made a claim **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Changes in the information detailed on your proposal form or on a statement of insurance or schedule which may result in the risk no longer being acceptable to us.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

5. Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

6. Arbitration

Where **we** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

7. **Other insurances** If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion .

8. **Notification of a claim**

If **you** are aware of an incident that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

Call the claims helpline on +44 (0)28 6774 8651 or email details to claims@imgrouppltd.com to report the incident. Call the claims helpline on +353 (0)61 310566 to report the incident.

- Tell the gardai as soon as possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost
- If asked to fill in a claim form, send this back, with everything **we** have asked for, within 30 days of receipt.
- Immediately send any written claim which is made against **you**, and give full details of any verbal claims made against you.
- Take action to protect the property from further loss or **damage**.

You must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any incident; or
- negotiate or settle any claims made against **you** or by anyone else, unless **we** agree in writing that **you** can.

We can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy.

9. **How we will settle your claim**

When settling **your** claim **we** have the following options available and **we** will decide which is most appropriate:

- Repair
- Replace
- Rebuild
- Payment

All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace **your buildings** and/or **contents**, **we** will send **you** a payment representing:

- the amount by which the **buildings** and/or **contents** has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your buildings** and/or **contents**;

whichever is lowest.

If **you** make a claim, **we** may ask for evidence that **you** own the item **you** are claiming for.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings, contents** or extra protection sections, **we** will only take off one **excess**. This will be the highest **excess** shown in **your** schedule for the sections concerned.

10. **Company's rights after a claim**

We or **our** representatives will be entitled to enter any **building** where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

11. **Payment of premium**

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

12. **Law applicable to the Policy**

Irish Law will apply.

13. **Language**

The contractual terms and conditions and other information relating to this contract will be in the English language.

14. **Mid-term alterations**

If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount

under €20.

15. **Alarm condition**

Make sure that any fire alarms, smoke detectors, fire prevention systems, intruder alarms or security systems are in working order, properly maintained and used correctly.

16. **Flat Roof Maintenance Condition**

It is a condition precedent to liability in respect of Damage by storm, tempest and flood that any flat felted roof portion of the Premises shall have been inspected at least once every 2 years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately

17. **17. Chimney Cleaning Condition**

a. Chimneys must be swept at not greater than 5 (five) year intervals. Chimneys must be swept at not greater than 5 (five) year intervals

Exclusions

What is not insured by this policy

1. Loss or damage to any property, or any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
This exclusion does not apply to Accidents to Domestic Employees section 2(J)
 - b. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
This exclusion does not apply to Accidents to Domestic Employees section 2(J); or
 - c. pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution
5.
 - a. Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of computer viruses.
 - b. Legal expenses or legal benefits or Liability arising from (a) above.
Except - Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 10 inclusive under section 1 buildings and section 2 contents of this policy.
6. Loss, damage, cost or expense of whatever nature arising directly or indirectly an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause.
8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.
9. Loss or damage caused by Pyrite.
10. Loss or damage caused by Mica.
11. **Virus Exclusion**
It is hereby noted and agreed that there is no cover whatsoever under any section of this policy for any type, form, mutation of any virus or virus related conditions whether directly or indirectly effecting the policy holder. This also excludes pandemics, epidemics and existing, new and novel diseases.
It is furthermore noted and agreed that if a claim is submitted for any of the above, the claim will be declined and the policy will be noted as having a declined claim.
12. **Exclusion**
Pollution or contamination anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at your home.
13. **Existing or deliberate damage**
We will not cover any loss or damage: •which had already happened before cover was incepted or arising from an event which happened before cover was incepted; or • caused by any deliberate or malicious act of any member of your household, paying guests, tenants or lodgers.

Making a Claim

Please refer to the policy conditions for reporting claims on pages 26 to 27 in particular condition 9 and 10. Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The basis of claims settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.

Claims Conditions applicable to all sections

Action by Insured

1. The Insured shall on the happening of any event which could give rise to a claim under this Policy (if you are unsure of any event which could give rise to a claim under this Policy you must contact your Insurance The Authorised Underwriting Agent and Administrators or Claims Manager, claims@imgroupltd.com, +44 (0)28 6774 8651. Failure to do so may invalidate any potential claim): -
 - a. Give immediate notice in writing/e-mail to your Insurance The Authorised Underwriting Agent and Administrators or e-mail Claims Manager, Frost Underwriting, Frost Underwriting, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland, claimsadmin@frostinsurances.ie, +353 (0)61 310566 in respect of any occurrence giving rise to or which might give rise to injury, loss or damage whether covered or not covered under this policy Immediately but no longer than 14 days of the happening of such occurrence; failure to do so may invalidate any potential claim.
 - b. Give immediate notice but no longer than 48hrs to An Garda Síochána in respect of: -
 - i. Loss or damage by stealing or any attempt theft
 - ii. Loss of Money by any cause whatsoever
 - iii. Loss or damage by malicious persons
 - iv. Any form of intimidation or threat which may lead to a loss under this policy
 - c. Make no admission of liability or offer promise or payment without **Our** written consent.
 - d. Carry out no alteration or repair as far as practicable until **the Company** has had an opportunity of investigating and confirming to you the Insured that you may proceed
 - e. Inform **the Company** immediately but no later than 14 days of any impending. prosecution inquest or fatal inquiry or civil proceedings and send to **the Company** immediately but no later than 14 days every relevant document or correspondence received.
 - f. Take all reasonable action to minimise or check any interruption of or interference with the business.
 - g. Produce to **the Company** such books of accounts or other business books or documents or such other evidence as may reasonably be required by the company for investigating or verifying a claim.
 - h. In respect of loss or damage to the property insured deliver to **the Company** at his/her own expense the potential claim in writing/e-mail with such detailed particulars receipts and evidence as may be reasonably required and (if demanded) a statutory declaration of the truth of the potential claim and any matters connected therewith within: -
 - 7 days of the event – in respect of Riot Etc. (Contingency F of Section 1)
 - 30 days of the event – All other claims or such further time as **the Company** may in writing/e-mail allow

The Rights of **the Company**

1. **The Company** shall be entitled
 - a. On the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of **the Company** to reply on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose.
 - b. At its discretion to take over and conduct in the name of the insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other person/s or company/ies and the Insured shall give all information and assistance required.
 - c. To any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any

property to **the Company**.

- d. To pay to the Insured the maximum sum payable under Section 3 in respect of any one claim or series of claims arising out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and **the Company** shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- e. Close a claim if no correspondence has been received from the Insured or the Insureds' representatives within 30 days of a request for any details by **the Company**. If a claim is closed the Insured will not be covered under this policy for the claim.
- f. If a material fact is discovered by **the Company**, then **the Company** has the right to decline a claim. A material fact is one likely to influence acceptance or assessment of the original proposal (and any changes since inception) by Underwriters.

How to deal with a Claim

These Notes are not part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your Insurance The Authorised Underwriting Agent and Administrators in the first instance or e-mail claims@imgroupltd.com immediately, Prompt notification by you or your Insurance The Authorised Underwriting Agent and Administrators, to **us**, of all losses and injuries which might result in a claim, is important.

Glass Breakage and Potential Exit Entry Point

If the damage occurs when your premises are closed, An Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your The Authorised Underwriting Agent and Administrators or e-mail claims@imgroupltd.com.

Other damage notification

Please write/e-mail your Insurance The Authorised Underwriting Agent and Administrators or e-mail claims@imgroupltd.com immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

Repairs / replacements

Estimates should be forwarded as soon as possible to your Insurance The Authorised Underwriting Agent and Administrators or e-mail claims@imgroupltd.com but if these cannot be sent within thirty days of the loss or damage let your position be known immediately.

Other action

Do what you can to prevent further loss or damage and minimise any interruption to your business.

Notification of Injury

Where an employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write/e-mail to your Insurance The Authorised Underwriting Agent and Administrators or e-mail claims@imgroupltd.com immediately, giving as much detail as you can. Where an employee is included in your Personal Accident cover, please arrange for a doctor's certificate to be submitted if absence from work is likely to exceed one week.

Admission of liability / preservation of salvage

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to **us** to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

Claim forms

Whenever a claim form is sent to you in response to your notification of loss damage or injury please complete and return it to your Insurance The Authorised Underwriting Agent and Administrators or e-mail claims@imgroupltd.com as soon as possible.

Important

You must notify **us** immediately of any accident which may give rise to a claim. **We** are very proud of our claims service and now that this is when you need **us** most. **We** provide a speedy and efficient service to make the process as easy as possible for you.

Frost Underwriting Claims Contact:

Claims Manager

Frost Insurances Ltd, Frost Underwriting, Unit 19, The Groody Centre, Castletroy, Limerick, V94 YV00, Ireland, Ireland.

claims@imgroupltd.com

+353 (0)61 310566

<https://frostinsurances.ie>

Our Customer Care Policy

See Introduction to policy

Privacy Notice

Your insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance advisor if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as necessary in providing **our** products and services to **you** and/or to fulfil **our**

legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

