



Alan B Kidd & Co. Ltd (t/a Kidd Insurances)
Unit 6, Block E Nutgrove Office Park, Rathfarnham, Dublin 14.

Tel: 01 2079400

Email: info@kiddinsurances.ie

Home Workers Household Insurance

Kidd Homeworkers insurance is a Home Insurance policy and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

UK General Insurance Ltd is regulated in the UK by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Great Lakes Reinsurance (UK) SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto)

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

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Welcome

Important information about Your insurance

Dear Policyholder,

Thank you for choosing Kidd Homeworkers insurance.

This document contains **Your Policy** which is evidence of the contract between **You** and **Us**. The **Policy**, the **Schedule** and any **Endorsement** should be read as one document and any word or expression used for a specific meaning in any part of them has the same meaning wherever it appears. **We** will provide under those sections which are shown in the **Schedule** as being operative the insurance described in the appropriate section of the **Policy** during any **Period of Insurance**.

The conditions which appear in the **Policy** or any **Endorsement** are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from the **Insurer**.

Please read the document carefully and check the details shown in the **Policy Schedule** to make certain that they are correct in every detail. If any corrections are necessary or if **You** have a query, please let **Us** know and **We** will be delighted to assist **You**.

Finally if **You** suffer a loss which **You** feel is covered by the **Policy**, please call Kidd Insurances on 01 2079400 immediately, or refer to page 26 of this **Policy** for additional assistance.



Managing Director (Schemes)

On behalf of the Insurer

Important note;

This **Policy** does not provide cover for you, for any type of Professional Indemnity, including but not limited to;

- negligence or breach of a duty of care;
- negligent misstatement or negligent misrepresentation;
- infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- defamation;
- dishonesty of **your** individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;
- negligence or breach of a duty of care in connection with the transmission of a computer **virus** or a denial of service attack;

To obtain cover for Professional Indemnity, please contact a Professional Indemnity insurer

Guidance and Explanations

Your Insurers

This insurance is underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

Your Cover

If **You** have paid the premium as shown in the schedule, **We** will agree to insure **You**, subject to the terms, conditions and any endorsements attaching to this policy, against loss or damage or legal liability **You** may incur for accidents or losses occurring during the **Period of Insurance** as shown in the **Schedule**.

Please take time to read the contents of this **Policy**, including how to make a claim. This **Policy** and its **Schedule** are important documents. Please keep them in a safe place in case **You** need to refer to them for any reason. If **You** do need to discuss any aspect of this **Policy**, please contact the agent who helped **You** complete this insurance.

Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

SALE or CLAIMS

Please contact **your** agent who arranged the Insurance on **your** behalf.

If **your** complaint about the sale of **your** policy or your claim cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If **Your** complaint is not resolved to **Your** satisfaction and **You** remain dissatisfied with our final response to **Your** complaint, **You** can refer your complaint to:

The Financial Services Ombudsman Bureau,
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2.
Locall: 1890 882090, Tel: +353 1 6620899, Fax: +353 1 6620890, or
Email: enquiries@financialombudsman.ie website – www.financialombudsman.ie

and/or

Insurance Information Service
Insurance Ireland
39 Molesworth Street,
Dublin 2.
Tel: +353 1 6761914, Fax: +353 1 6761943, or email: iis@iif.ie Website: www.iif.ie

The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

Compensation

Please note that in the event of Great Lakes Reinsurance (UK) SE being unable to pay a claim, **You** may be entitled to compensation from the Insurance Compensation Fund in Ireland.

Policy Introduction

This insurance does not cover **Your Property** against everything that can happen so please read **Your Policy** carefully to make sure **You** understand what it covers and the limits which apply.

This **Policy** is a Legal Contract between **You** and **Us**

It is **Your** responsibility to look after and regularly maintain **Your Property**. **Your Policy** is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time, these areas should all be checked on a regular basis.

Your Policy describes certain things which **You** are required to do to make sure that **You** are protected and that **Your Policy** cover operates fully. For example, **You** must:

- tell **Us** about changes which could affect **Your Policy**.
- make sure that **Your** sums **Insured** are adequate enough to cover the **Property** to be insured.
- take reasonable care of **Your Property**.
- prove any loss, therefore **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Wherever words or phrases appear in **bold** in this **Policy**, they will have the meanings described in the **DEFINITIONS** section, unless otherwise shown for any **Policy** section.

Please read **Your Policy** and the **Schedule** carefully to make sure that **You** have the cover **You** need.

You should contact **Us** on +353 (1) 207 9400 immediately if any details are not correct.

Your Cancellation Rights

You have a right to cancel **Your Policy** within 14 days from the day of purchase or renewal of the contract or the day on which **You** receive **Your Policy** or, renewal documentation, whichever is the later. If **You** wish to cancel and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

We hope **You** are happy with the cover this **Policy** provides, however if after reading this **Policy**, this insurance does not meet with **Your** requirements, please return it to Kidd Insurances, Unit 6, Block E, Nutgrove Office Park, Rathfarnham, Dublin 14, within 14 days of issue and **We** will refund **Your** premium.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **Insured** at their last known address. Provided the premium has been paid in full the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Changes We need to know about

Please tell **Us** immediately if there are any changes to the information provided by **You**, as set out in the Statement of Fact, **Your Schedule**, or any other changes in **Your** circumstances which might affect **Your** insurance.

For example:

- A change to the people insured, or property to be insured,
- If **Your Sum Insured** levels are not adequate, or require change,
- If **Your home** will be left **Unoccupied** for more than the number of days shown on **Your Schedule**,
- If there are any cautions or criminal convictions of the people **Insured** or to be **Insured**.
- Change in your occupation

If **You** are in any doubt, please contact **Us**. When **You** inform **Us** of a change **We** will tell **You** if this affects **Your** insurance, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

If **You** do not inform **Us** about a change it may affect **Your** insurance and/or any claim **You** make.

Change in Cover

When a change to the cover provided by **Your Policy** results in an additional premium inclusive of levy of not more than €25 **We** will not charge **You** in respect of such additional premium.

When a change to the cover provided by **Your Policy** results in a return premium inclusive of levy of not more than €25 **We** will not refund **You** this amount.

Disputes

If there is a dispute arising out of this **Policy**, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. Claims not referred to an arbitrator within 12 calendar months from the date of the disclaimer of liability shall be deemed to have been abandoned.

Duty of Disclosure

It is **Your** responsibility to provide complete and accurate answers to the questions **We** ask when **You** take out **Your** insurance **Policy**, throughout the life of **Your** policy, and when **You** renew **Your** insurance.

Please note that if **You** fail to disclose any material information to **Your Insurer(s)** (these are facts that the **Insurer** would regard as likely to influence the assessment and acceptance of this **Policy**) this could invalidate **Your** insurance cover and could mean that part or all of a claim may not be paid. If **You** are unsure as to what facts would influence **Your** policy please contact **Us** on +353 (1) 207 9400

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Acts 1988 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract and disputes arising from it will be governed by the laws of the Republic of Ireland and Irish Courts will have jurisdiction to hear any disputes.

Special Notices

- Premiums are subject to Government Levy and/ or contribution where applicable.
- In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which may become due and payable by the **Insurer** under this **Policy** shall be payable and paid in the Republic of Ireland.
- Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Policy Definitions

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule**:

Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

Building(s)

Used wholly, or partially as private dwelling(s) and including domestic outbuildings conservatories, greenhouses, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You**, or for which **You** are legally responsible, all being situated at the address(es) in the Republic of Ireland.

Business Employees

Person(s) contracted directly to **You** or to a business **You** are the legal owner of, whose permanent place of work is the insured address described on your **Schedule**.

Business Equipment

Tools or instruments used for professional or business purposes

Consequential Loss

Indirect loss or damage resulting from the event which caused the claim under this **Policy**.

Contents

Contents are defined as Household furniture; fittings; **Personal Effects** and possessions including **Valuables, Money**, cycles, TV aerials and masts which are the **Property** of yourself or members of **Your Family** permanently residing with **You** or for which **You** are legally liable, including **Home Working Equipment** and office furniture used by **You** or **Your Family** for business or professional purposes up to €10,000 and business stock up to €1,000 when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.

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.

Credit Cards

Credit, cheque, debit, charge or cash cards held for personal or charitable purposes.

Domestic Employees

Any employee of the **Insured(s)** under a contract of service with **You** which is solely for private domestic duties, including gardeners, persons carrying out repair, maintenance or decoration work but excluding contractors or persons employed engaged in any construction/structural work, extensions, roof repairs, demolition or non-maintenance alterations to the **Home**. Independent contractors and/or consultants and/or their employees are also excluded.

Endorsement

A specific term, condition or variation made to the **Policy**.

Excess

The first amount of any claim for which **You** are responsible.

Family

Your relatives (including **Your** partner and all children) who normally live in the **Home**.

Ground Heave

Upward movement or expansion of the ground on which the **Building** stands, resulting in damage to the **Building**.

Geographic Limits

Member states of the European Union.

Home

The private dwelling, garage and outbuildings used for domestic purposes and business purposes as described on the **Schedule**, all at the location of the premises shown in the **Schedule**.

Home Working Equipment

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

Insured / You / Your

The person(s) as specified in the schedule, or in the event of their death, their legally appointed representative(s). **Your** relatives (including **Your** partner and all children) who normally live in the **Home**.

Insurers / We / Us / Our

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

Landslip

Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loading exceeding the available strength of the 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.

Motor Vehicle

Any mechanically or electrically propelled or assisted conveyance except ride-on lawnmowers or pedestrian controlled vehicles or wheelchairs.

Period of Insurance

The period stated in the **Schedule** for which **We** agree to grant cover, providing that the full premium has been paid to **Us**.

Policy

The **Policy** incorporates the **Policy** booklet, the Statement of Fact, the **Schedule** and all terms, conditions and endorsements of **Your** insurance contract with **Us**.

Personal Effects

Clothing or other items normally carried on or about **You**, excluding the following:- **Valuables, Money**, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Personal Possessions

Jewellery, watches, **Valuables, Money**, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Property

The **Buildings** at the address (es) stipulated in the **Schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Subsidence

The downward movement of the ground on which the **Building** stands from causes independent of the **Building** load.

Sum Insured

The amount as shown in the **Schedule** and being the maximum amount **We** will pay in the event of any claim on this **Policy**.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

Unoccupied

The **Property** is deemed to be **Unoccupied** when it is not lived in by **You**. Unoccupancy is deemed to start from the date that **You** last vacated the **Property**, which may pre-date the inception of the insurance granted by this **Policy**. The **Property** is deemed to be **Unoccupied** when it is insufficiently furnished for normal occupation or unoccupied for more than 45 consecutive days.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, **Money**, photographic equipment, furs, curios, works of art and home computer equipment.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

SECTION 1 - BUILDINGS

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

We will insure **Your Home** against loss, damage or destruction from any of the perils listed below subject to the specific stated Exclusions, Terms and Conditions of the **Policy**.

1. Fire, smoke, explosion, lightning, or earthquake.

Excluding

- a) loss or damage caused by smog, industrial or agricultural output,
- b) the **Excess** shown in the **Schedule**.

2. Storm or flood.

Excluding

- a) loss or damage caused by frost,
- b) loss or damage to hedges, gates and fences,
- c) loss or damage caused by rising water table levels,
- d) the **Excess** shown in the **Schedule**.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped,
- c) loss or damage caused by gradual emission,
- d) loss or damage to walls, ceilings, and tiles caused by the ingress of water through seals and grouting,
- e) the **Excess** shown in the **Schedule**.

4. Theft or attempted Theft caused by violent and forcible entry or exit.

Excluding

- a) theft or attempted theft by any person lawfully on the **Property**,
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- c) loss or damage caused by deception, unless deception is used solely to gain entry to **Your Property**,
- d) the **Excess** shown in the **Schedule**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

Excluding

- a) loss or damage to **Buildings** caused by domestic pets owned by **You** or a member of **Your** household,
- b) the **Excess** shown in the **Schedule**.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- b) malicious damage or vandalism by any tenant or person lawfully on the **Property**,
- c) the **Excess** shown in the **Schedule**.

8. Subsidence, Landslip or Ground Heave of the site upon which the Buildings stand.

Excluding

- a) loss or damage caused by erosion of any coast or riverbank,
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, decks, footpaths, walls, gates and fences, unless the main **Building** is damaged at the same time, by the same cause,
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions,
- d) loss or damage arising from faulty or defective workmanship, designs or materials,
- e) normal settlement, shrinkage or expansion,
- f) loss or damage that originated prior to the inception of this **Policy**,
- g) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor, or external walls of **Your Home** are damaged at the same time and by the same cause,
- h) loss or damage to **Buildings** caused by the action of chemicals, or by any chemical reaction with any material which forms part of the **Buildings**,
- i) the cost of any experts or contractors **You** appoint without **Our** express consent other than those carrying out emergency repairs,
- j) the **Excess** shown in the **Schedule**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

Excluding

- a) loss or damage caused by maintenance to trees.(including felling, lopping or topping trees),
- b) loss or damage to gates, hedges and fences,
- c) removal of a branch or tree unless the **Buildings** are damaged at the same time,
- d) the **Excess** shown in the **Schedule**.

10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- b) loss or damage caused by chipping, denting or scratching,
- c) loss or damage to ceramic hobs in free-standing cookers,
- d) the **Excess** shown in the **Schedule**.

11. Accidental Damage to underground pipes, cables and services for which You are responsible.

Excluding

- a) loss or damage due to wear and tear or gradual deterioration,
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs,
- c) the **Excess** shown in the **Schedule**.

12. Alternative Accommodation.

If the **Home** is made uninhabitable by damage from any cause insured in this section **We** will pay for:

- a) The reasonable cost of comparable alternative accommodation if **You** occupy the **Home** (only during the period necessary to restore the **Home** to a habitable condition), providing the work of reinstatement or repair is done without delay. The most **We** will pay is 20% of the **Sum Insured** by this section, and up to a maximum period of 12 months.

13. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the building, following loss or damage caused by any of the perils listed in Section 1 of Your Policy.

Excluding

- a) any fees charged in the preparation of a claim.

14. Expenses incurred by You in locating the source of any water or oil leak causing damage, and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 11 of this Policy.

Excluding

- a) any amount in excess of €2,000,
- b) loss or damage to the apparatus from which water or oil has escaped.

15. Purchasers Interest

If **You** have contracted to sell the **Buildings** and the purchaser has not **Insured** the **Property** before completion, the purchaser will have the contractual right to the benefit of Section 1 of this **Policy** between exchange of contracts and completion of the sale provided the purchaser completes the purchase.

16. Emergency Access/Fire Brigade Charges

We will provide cover for damage to the **Home** caused by forced access by the fire, police or ambulance services as a result of an emergency.

Excluding

- a) any amount in excess of €2,000.

17. Liability to the Public

Any amounts which **You**, as owner of the **Buildings**, become legally liable to pay compensation for any accident occurring during the **Period of Insurance** which causes bodily injury to a person or accidental loss of or damage to **Property**. The most **We** will pay for any one claim or number of claims arising from one cause is €3,000,000 plus costs agreed by **Us** in writing.

Excluding

Liability arising directly or indirectly from:

- b) an agreement which imposes liability which **You** or a member of **Your Household** would not have otherwise been under,
- c) any business (including paid child minding services) or trade being carried on in the **Building**, other than for the use of the property in connection with **Your** business declared on your **Schedule**
- d) bodily injury to a member of **Your** household or any other person permanently residing with **You**,
- e) bodily injury to a person under a contract of service or apprenticeship with **You** or a member of **Your Family**,
- f) loss or damage to **Property** owned or held in trust by or in the custody or control of **You** or a member of **Your** household or any other person permanently residing with **You**.

Please note;

This **Policy** does not provide cover for you, for any type of Professional Indemnity, including but not limited to;

- negligence or breach of a duty of care;
- negligent misstatement or negligent misrepresentation;
- infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- defamation;
- dishonesty of **your** individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;
- negligence or breach of a duty of care in connection with the transmission of a computer **virus** or a denial of service attack;

To obtain cover for Professional Indemnity, please contact a Professional Indemnity insurer

18. Accidents to Domestic Employees

We will pay for damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to €3,000,000 in connection with any one claim or series of claims made against **You** or **Your Family** arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within the **Geographic Limits**. **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**.

Excluding

Liability arising directly or indirectly

- a) from the transmission of any communicable disease or virus by **You** or any member of **Your Family**,
- b) an agreement which imposes liability which **You** or a member of **Your Household** would not have otherwise been under,
- c) any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the **Geographic Limits**,
- d) liability arising from any business (including paid child minding services) or profession.
- e) liability for death of, bodily injury to, or illness or disease of any member of **Your Family**,
- f) liability for which compulsory insurance or security is required by any road traffic legislation,
- g) arising from any structural improvements or alterations to the **Building**.

19. Accidents to Business Employees

We will pay for damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any **Business Employee** up to €3,000,000 in connection with any one claim or series of claims made against **You** or **Your Family** arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within the **Geographic Limits**. **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**.

Excluding

Liability arising directly or indirectly

- h) from the transmission of any communicable disease or virus by **You** or any member of **Your Family**,
- i) an agreement which imposes liability which **You** or a member of **Your Household** would not have otherwise been under,
- j) any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court within the **Geographic Limits**,
- k) liability arising from any business (including paid child minding services) or profession, **other than declared on your Schedule**
- l) liability for death of, bodily injury to, or illness or disease of any member of **Your Family**,
- m) liability for which compulsory insurance or security is required by any road traffic legislation,
- n) arising from any structural improvements or alterations to the **Building**.

ADDITIONAL COVER (Accidental Damage)

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

20. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section.

Excluding

- a) loss or damage caused by **Uninsurable Risks**,
- b) loss or damage caused by vermin, fungus, insects or domestic pets,
- c) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- d) the cost of normal maintenance,
- e) loss or damage caused by wet or dry rot, faulty workmanship or design,
- f) loss or damage as a result of any **Building** alterations, renovations or repairs,
- g) loss or damage if previously specifically excluded from cover,
- h) loss or damage caused by scratching,
- i) loss or damage to brittle articles,
- j) the **Excess** shown in the **Schedule**.

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Basis of Claims Settlement

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement, as long as the **Buildings** are maintained in a good state of repair and they are **Insured** for the full cost of reinstatement and the full cost has been incurred. Where the premium is rated on the number of bedrooms this condition is automatically satisfied. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **Policy**, **Our** liability will:

- 1) not exceed the proportion that the sum(s) **Insured** bears to the full cost of reconstruction of the **Property**, as stated in the **Schedule**,
- 2) not exceed the **Sum Insured** for the **Property**, as stated in the **Schedule**.

It is Your responsibility to ensure that at all times the Buildings Sum Insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

SECTION 2 - CONTENTS

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

We will insure **Your Contents** against loss, damage or destruction from any of the perils listed below subject to the specific stated Exclusions, Terms and Conditions of the **Policy**.

Cover in respect of high value items contained in the **Home** is limited in total to 50% of the **Sum Insured** under this section subject to a single article limit 10% of the **Sum Insured** under this section

1. **Fire, smoke, explosion, lightning, or earthquake.**

Excluding

- a) loss or damage caused by smog, industrial or agricultural output,
- b) the **Excess** shown in the **Schedule**.

2. **Storm or flood.**

Excluding

- a) **Contents** in the open
- b) **Contents** in outbuildings in excess of €700
- c) loss or damage caused by frost,
- d) loss or damage to drives, patios and terraces, gates and fences, swimming pools, tennis courts,
- e) loss or damage caused by water entering **Your Home** due to wear and tear or deterioration,
- f) the **Excess** shown in the **Schedule**.

3. **Escape of water or oil from any fixed water or heating installation, apparatus and pipes.**

Including €500 of additional metered water charges incurred by You and resulting from any of the Causes 1 to 8 of Section 2 of this Policy.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped,
- c) loss or damage caused by gradual emission,
- d) loss or damage caused by the ingress of water through seals and grouting,
- e) the **Excess** shown in the **Schedule**.

4. **Theft or attempted Theft caused by violent and forcible entry or exit.**

Excluding

- a) theft or attempted theft by any tenant or person lawfully on the **Property**,
- b) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- c) any amount in excess of €700 in respect of **Contents** contained within detached domestic outbuildings and garages
- d) **Contents** in the open
- e) flowers, plants, shrubs, trees and any growing matter not in pots or containers,
- f) the **Excess** shown in the **Schedule**.

5. **Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.**

Excluding

- a) loss or damage to **Buildings** caused by domestic pets owned by **You** or a member of **Your** household,
- b) the **Excess** shown in the **Schedule**.

6. **Riot, civil commotion, labour and political disturbances.**

7. Malicious damage or vandalism.

Excluding

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- b) malicious damage or vandalism by any person lawfully on the **Property**,
- c) the **Excess** shown in the **Schedule**.

8. Subsidence, Landslip or Ground Heave of the site on which the Buildings stand.

Excluding

- a) loss or damage caused by erosion of any coast or riverbank,
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **Building** is damaged at the same time,
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions,
- d) loss or damage arising from faulty or defective workmanship, designs or materials,
- e) normal settlement, shrinkage or expansion,
- f) loss or damage that originated prior to the commencement of this insurance,
- g) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause,
- h) loss or damage to **Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**,
- i) the **Excess** shown in the **Schedule**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

Excluding

- a) loss or damage caused by maintenance to trees,
- b) removal of a branch or tree unless the **Building** has been damaged,
- c) the **Excess** shown in the **Schedule**.

10. Alternative accommodation

If the **Home** is made uninhabitable by damage from any cause insured in this section **We** will pay for:

- a) The reasonable cost of comparable alternative accommodation for a maximum period of 12 months subject to a limit of 20% of the **Sum Insured** under this section.

11. Deep freezer contents

We will pay up to €700 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.

Excluding

- a) loss or damage resulting from the deliberate act of the power supply authority.

12. Tenants Liability (applicable if the Buildings are rented)

Any amount which **You** become legally liable to pay as a tenant, and not as an owner of the **Buildings** up to €2,000 of the **Contents** shown in the **Schedule** in respect of:

- a) damage to the **Buildings** by any of the Causes 1 to 11 of Section 1 of this **Policy**.

13. Weddings, Birthdays and Christmas

The **Sum Insured** shown in the **Schedule** for **Contents** in the **Home** will be automatically increased by 10% to cover Christmas, wedding, birthday or other gifts during the month of any religious festival or celebration and for 30 days before and after **Your** wedding day and for 7 days after **Your** birthday.

14. Door Locks

We will pay up to €750 in respect of replacement locks for external doors to the **Buildings** if **Your** keys are stolen or lost.

Excluding

- a) thefts not reported to the police,
- b) the **Excess** shown in the **Schedule**.

15. Visitors' Personal Effects

We will pay up to €1,000 when in **Your Home** unless otherwise insured.

16. Reinstatement of Title Deeds

We will pay up to €1,000 in respect of the replacement of title deeds to **Your Home** if they are lost, destroyed or damaged by any of the Causes 1 to 8 of the **Contents** Section of this **Policy** while in **Your Home** or lodged with **Your** solicitor, bank or building society.

Excluding

- a) loss or damage caused by: Wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority,

17. Temporary Removal of Contents

Loss destruction or damage from any of the perils listed 1 to 8 in this section while temporarily removed from **Your Home**.

- a) into a bank night safe, occupied private dwelling or building where any members of **Your** household are living or carrying on their business within the **Geographical Limits**,
- b) elsewhere within the **Geographical Limits**,
- c) the **Excess** shown in the **Schedule**.

Excluding

- theft not involving forcible entry and violent entry to or exit from any **Building**,
- **property** removed for sale, exhibition or to a furniture depository or self storage units.

The maximum amount payable under this extension is limited to 15% of the **Sum Insured** on **Contents**.

18. Students in Residence

- a) up to €2,500 per student in respect of **Contents** whilst a student member of **Your Family** lives in university halls of residence or in student accommodation excluding **Accidental Damage** up to €5,000 in total.

Excluding

- a) the **Excess** shown in the **Schedule**.

19. Personal Money and Credit Cards

Loss of personal **Money** belonging to **You** or **Your Family** up to €500 any one loss. **Credit Cards** and **Your** liability under the terms of the personal **Credit Cards** including cheque, debit, charge or cash cards, issued to **You** or **Your Family**, up to a maximum of €750 any one loss.

Excluding

- a) any loss unless the terms and conditions under which the card is issued have been fulfilled,
- b) losses not reported to the police and the organisation who issued the card within 24 hours of discovery of loss,
- c) any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**,
- d) loss caused by accounting errors or omissions,
- e) depreciation in value,
- f) the first €100 of any loss.

20. Legal Liability to the Public

Any amounts which **You**, as

- occupier of the premises or any other building used as a temporary residence
- private individual(s) anywhere else in the Republic of Ireland, Great Britain, Northern Ireland, Isle of Man or Channel Islands for 45 consecutive days become legally liable to pay compensation for any accident occurring during the **Period of Insurance** which causes bodily injury to a person or accidental loss of or damage to **Property**.

The most **We** will pay for any one claim or a number of claims arising out of the one cause is €3,000,000 plus costs agreed by **Us** in writing.

Excluding

Liability directly or indirectly from:

- a) an agreement which imposes liability which **You** or a member of **Your Household** would not have otherwise been under,
- b) ownership of any kind of land or **Building**,
- c) any business (including paid child minding services), profession or trade, other than the business use we have agreed to and is stated on **Your Schedule**
- d) racing ,hunting or playing polo,
- e) wilful or malicious acts,
- f) the transmission of Humane Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome and/or any mutant derivative or variation thereof however caused,
- g) the transmission of any communicable disease, by **You** or a member of **Your Household**,
- h) any kind of pollution and/or contamination other than: a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of Insurance** at the **Property** named in the **Schedule** reported to **Us** not later than 60 days from the end of the **Period of Insurance**; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- i) aircraft (except toys and models),
- j) mechanically propelled vehicles (except domestic garden implements used within the boundary of the **Property**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),
- k) any trailer caravan or vehicle trailer whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act,
- l) watercraft (except toys and models) sailboards or hovercraft,
- m) firearms (except for shotguns or airguns used for sporting activities),
- n) dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership possession use or control is not in accordance with the provisions of such regulations,
- o) horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye- Laws made under the Control of Horses Act 1996 or amendments thereto.
- p) bodily injury to a member of **Your** household or any person permanently residing with **You**, or to a person under a contract of service or apprenticeship with **You** or a member of **Your Family**,
- q) loss or damage to Property owned or held in trust by or in the custody or control of **You** or a member of **Your household** or any other person permanently residing with **You**.

Please note;

This **Policy** does not provide cover for you, for any type of Professional Indemnity, including but not limited to;

- negligence or breach of a duty of care;
- negligent misstatement or negligent misrepresentation;
- infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- defamation;
- dishonesty of **your** individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;
- negligence or breach of a duty of care in connection with the transmission of a computer **virus** or a denial of service attack;

To obtain cover for Professional Indemnity, please contact a Professional Indemnity insurer.

21. Fatal Accident

We will pay €5,000 if **You** or **Your** partner dies, either separately or together, as a result of an injury in the **Home** caused by fire or an assault by intruders, within 60 days of the incident.

ADDITIONAL COVER (Accidental Damage)

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

22. Accidental Damage cover to the Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 8 of this section.

Excluding

- a) loss or damage if previously specifically excluded from cover,
- b) loss or damage caused by normal wear and tear,
- c) loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions,
- d) loss or damage caused by cleaning or making repairs or alterations,
- e) loss or damage caused by pets,
- f) loss or damage whilst the **Buildings** are **Unoccupied** for 45 consecutive days or more,
- g) loss or damage as a result of mechanical or electrical breakdown,
- h) the **Excess** shown in the **Schedule**.

CONDITIONS THAT APPLY TO SECTION 2 – CONTENTS

Basis of Claims Settlement

In the event of loss or damage to **Your Contents**, at **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, **Our** liability will:

1. not exceed the proportion that the sum(s) **Insured** bears to the full cost of replacement of **Your Contents**, as stated in the **Schedule**,
2. not exceed the **Sum Insured** for **Your Contents**, as stated in the **Policy**.

It is Your responsibility to ensure that, at all times the Contents Sum Insured reflects the total cost of replacement as new.

Matching of Items

We will not pay for the cost of replacing or repairing any undamaged items or parts of items forming part of a set, suite carpet or the article of a uniform nature, colour or design where the remaining item(s) are still usable and the loss or damage occurs:-

- within a clearly identifiable area or to a specific part,
- replacements cannot be matched.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

SECTION 3 – PERSONAL POSSESSIONS

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

Cover is provided worldwide for up to 30 days in any one period of insurance.

Accidental loss or damage to Unspecified Articles comprising:

- a) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), laptops, binoculars, video cameras, clothing, and other portable **Personal Effects** (other than items detailed in 2 and 3 below) is covered up to a limit of €3,000 (€1,000 for any one item) unless specified on **Your Policy Schedule**,
- b) Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes up to a limit of €2,000 any one loss,
- c) Mobile telephones up to €250 any one item and any one loss.

Excluding

- a) any loss or damage to contact or corneal lenses,
- b) loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container,
- c) documents or securities,
- d) household goods, foodstuffs and domestic appliances,
- e) **Property** more specifically insured,
- f) sports equipment whilst in use,
- g) activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering,
- h) collections of stamps, coins and medals,
- i) televisions, audio and audio visual equipment,
- j) 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,
- k) tools or instruments used or held for business or professional purposes,
- l) loss or damage listed under other Exclusions.
- m) the **Excess** shown in the **Schedule**.

SECTION 4 – PEDAL CYCLES

ONLY APPLICABLE IF SHOWN AS BEING COVERED ON YOUR SCHEDULE

In the Home

Pedal Cycles are included in the definition of contents and are automatically covered while contained within the **Home**.

Away from the Home

Accidental loss or damage in respect of pedal cycles owned by **You** or **Your Family** while being used away from the **Home** provided the pedal cycle(s) are specified in the **Policy Schedule**. The maximum sum insured for each pedal cycle is €1,000.

Excluding

- a) loss or damage listed under other Exclusions,
- b) loss or damage while being used for track racing or business purposes,
- c) theft while away from the **Home** unless in a **Building** or securely locked to an immovable object,
- d) loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.
- e) the **Excess** shown in the **Schedule**.

CONDITIONS THAT APPLY TO SECTION 3 – PERSONAL POSSESSIONS & SECTION 4 – PEDAL CYCLES

Basis of Claims Settlement

In the event of loss or damage to **Your Personal Possessions** or **Pedal Cycle**, at **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, **Our** liability will:

1. not exceed the proportion that the sum(s) **Insured** bears to the full cost of replacement of **Your Personal Possessions/Pedal Cycle**, as stated in the **Schedule**,
2. not exceed the **Sum Insured** for **Your Personal Possessions/Pedal Cycle**, as stated in the **Policy**.

It is Your responsibility to ensure that, at all times the Sum Insured reflects the total cost of replacement as new.

Matching of Items

We will not pay for the cost of replacing or repairing any undamaged items or parts of items forming part of a set where the remaining item(s) are still usable and the loss or damage occurs:-

- within a clearly identifiable area or to a specific part,
- replacements cannot be matched.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Disclosure of material facts

This insurance shall be deemed voidable in the event of any non-disclosure, misrepresentation or misdescription of any material fact which would have influenced **Our** decision in accepting the **Policy**.

Duty of Care

You must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify **Us** of any change in **Your** circumstances and in particular (but not limited to) the use of **Your Property**, if the **Property** is being structurally altered, if there is any extension being built, the use of the **Building** is changing from being **Your Home**, the cost of rebuilding **Your Property** or replacing **Your Contents**.

Unoccupancy

1. If the **Buildings** as specified in the **Schedule** are to be left unattended for 30 days or more, **You** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.
2. **You** must notify **Us** if the **Buildings** as specified in the **Schedule** are to be regularly unattended for more than 45 consecutive days in any single period.

Notice of Building works

You must notify **Us** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**.

Other Insurance

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** share of any claim. **We** will not pay any claims in relation to **Your** business, other than **Your** liability as the owner of the **Buildings**

Fraudulent / False claims

If **You** make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. **We** have the right to notify An Garda Síochána, or other relevant authority or body of any such instances or circumstances.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This Policy does not cover the following:

Radioactive Contamination

Loss or damage to any **Property** resulting or arising from any **Consequential Loss**, legal liability, 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 components.

War

Loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to **Property** under the order of any government or public or local authority or other body.

Terrorism

Loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

For the purpose of this exclusion 'terrorism' includes the use of any destructive, or potentially destructive weapon or device, biological, chemical and/or nuclear chemical and/or nuclear force 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 government(s), committed for political, religious ideological or similar purposes, including the intention to influence any government and/or to put the public in fear. Losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Deliberate Act

Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.

Existing Damage

Loss or damage occurring prior to the commencement of **Your** insurance cover.

Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

Consequential Loss

Consequential loss as a result of any claim under this **Policy**. For example, the cost of mobile phone calls following the theft of the phone

Wear and Tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

Computer Date Recognition and Viruses

Loss or damage to computer equipment caused by computer date changes and/ or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and/or functionality.

Motor Vehicles

Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

Domestic Pets

Loss or damage caused by domestic pets, insects or vermin.

ENDORSEMENTS

The endorsements in this section only apply to your policy if any of the endorsements numbered below are shown in the Endorsements section on your Policy Schedule.

KIDD1 Monitored Intruder Alarm

A discount has been allowed because **You** have an Intruder Alarm installed by an NSAI approved installer to EN 50131 standards connected to a central monitoring station. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Home** is unattended.

KIDD2 Intruder Alarm

A discount has been allowed because **You** have an Intruder Alarm installed. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Home** is unattended.

KIDD3 Security Locks

We will not cover any loss or damage as a result of theft or any attempted theft while **Your** house is unoccupied unless:

1. All external doors are fitted with mortise deadlocks or deadlocking rims,
2. All French doors, patio doors and all accessible windows are fitted with approved security locks.

KIDD4 Roof Maintenance Conditions

It is a condition of this insurance that:

1. any flat felted roof portion of the **Home** be inspected at least every 5 years by a qualified builder or property surveyor,
2. any defects brought to light by these inspections shall be repaired immediately,
3. the flat felted roof portion is properly maintained.

CLAIMS PROCEDURE AND CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If **You** need to make a claim under this **Policy**, **You** must contact our Claims Department at:

Claims Department
Kidd Insurances
Unit 6 Block E Nutgrove Office Park
Rathfarnham
Dublin 14
Telephone: 01 2079400

- a) Provide full details of **Your** claim as soon as possible after the event and always within 30 days. A delay could prejudice **Your** claim.
- b) Immediately notify An Garda Síochána following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide all information and evidence, including written estimates and proof of ownership and value that may be requested.
- e) Do not, under any circumstances effect full repairs without prior written consent from Cunningham Lindsey.
- f) Under no circumstances must **You** admit any liability or responsibility or negotiate or settle any aspect of any claim without permission in writing from Cunningham Lindsey. Neither you nor your solicitors are to respond to any correspondence. All such correspondence should be sent unanswered to Cunningham Lindsey.

On receipt of a notification of a claim, We may do the following:

- a) Enter any **Building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **You**.
- c) Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **Our** behalf.
- e) Arrange to repair the damage to the **Building** and/or any other **Property** or item and handle any salvage appropriately.

Governing law

You and **We** may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless **We** agree with **You** otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this **Policy**.