

# Kidd Unoccupied Home Insurance

## Policy Wording



# Contents

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# Introduction

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This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Kidd Unoccupied Home insurance document. **Your** home insurance document sets out the conditions of the contract between **you** and **us**.

This insurance is arranged by Arachas Corporate Brokers Limited. Arachas acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the **schedule**.

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This insurance relates only to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

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

This policy is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under 'Important Information – Your Duties' on page 12 and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

If **you** do not comply with the above then **you** may not receive payment for a claim, a claims may be reduced or **you** may lose all right to cover under **your** policy.

# Definitions

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The following words will have the same meaning wherever they appear in this policy, **schedule** and any **endorsements** attaching to this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy section. To help **you** identify these words they will appear in **bold** in this policy wording.

<b>Buildings</b>	The <b>home</b> and its decorations fixtures and fittings attached to the <b>home</b> , permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <b>you</b> own or for which <b>you</b> are legally liable and within the <b>premises</b> named in the <b>schedule</b> .
<b>Broker</b>	The person, people or company who arranged this insurance for <b>you</b> .
<b>Computer viruses</b>	Any instruction or code from an unauthorised source that spreads itself over a computer system or network and corrupts or harms information. This includes but is not limited to, 'trojan horses', 'worms', 'time or logic bombs'
<b>Contents</b>	<p>Household goods and personal property within the <b>home</b>, which are <b>your</b> property or for which you are legally liable. Contents includes:</p> <ul style="list-style-type: none"><li>• Carpets</li><li>• Radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b></li></ul> <p><b>Contents</b> does not include</p> <ul style="list-style-type: none"><li>• Motor vehicles (other than garden machinery), caravans, trailers and watercraft or their accessories</li><li>• Any living creature</li><li>• Any part of the <b>buildings</b></li><li>• Any property held or used for business purposes</li><li>• Any property insured under any other insurance</li><li>• <b>Contents</b> outside the <b>home</b> but within the <b>premises</b></li><li>• <b>Money</b> and <b>credit cards</b></li><li>• Deeds, registered bonds and other personal documents</li><li>• Stamps or coins forming part of a collection</li><li>• Gold, silver, gold and silver plated articles, jewellery and furs</li><li>• Domestic oil in fixed fuel oil tanks</li></ul>
<b>Credit cards</b>	<p>Credit, charge, debit, bank, prepaid and cash dispenser cards.</p> <p><b>Credit cards</b> does not include:</p> <ul style="list-style-type: none"><li>• store cards and loyalty cards which cannot be used as a means to purchase goods and services;</li><li>• <b>credit cards</b> used for or held for any trade, business or professional purposes.</li></ul>
<b>Damage</b>	Physical <b>damage</b> to or destruction of property.
<b>Domestic employees</b>	<p>Any person working for <b>you</b> in connection with domestic duties who is:</p> <ul style="list-style-type: none"><li>• Employed by <b>you</b> under a contract of service; or</li><li>• Self-employed and working on a labour-only basis under your control or supervision</li></ul>
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Geographical Limits</b>	The Republic of Ireland

# Definitions

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<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by the swelling of the ground.
<b>Home</b>	The private dwelling, garage and outbuildings used for domestic purposes only, all at the <b>premises</b> shown in the <b>schedule</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	All of the following held or used for private domestic purposes: <ul style="list-style-type: none"><li>• Current legal tender, cheques, postal and money orders;</li><li>• Postage stamps not forming part of a stamp collection;</li><li>• Savings stamps and savings certificates, travellers' cheques;</li><li>• Premium bonds and gift tokens;</li><li>• Travel tickets.</li></ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary Ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance and any <b>endorsements</b> which apply.
<b>Settlement</b>	The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the <b>building</b> .
<b>Standard Construction</b>	Built of brick, stone or concrete and roofed with slates or tiles.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Terrorism</b>	Any act(s) including but not limited to: <ul style="list-style-type: none"><li>• the causing, occasioning or threatening of harm of whatever nature and by whatever means; or</li><li>• putting the public or any section of the public in fear</li></ul> in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.
<b>Unoccupied</b>	Not lived in by <b>you</b> or by a person authorised by <b>you</b> .
<b>We / us / our</b>	Lloyd's Insurance Company S.A.
<b>You / your / insured</b>	The person or people named in the <b>schedule</b> as the Insured or, in the event of <b>your</b> death, <b>your</b> legal personal representative.

## Section 1 - Buildings

Standard cover and will automatically be shown in **your schedule**.

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or <b>damage</b> directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion, smoke or earthquake	<ul style="list-style-type: none"> <li>a) for loss or <b>damage</b> due to any gradually operating cause</li> <li>b) the excess as shown in the <b>schedule</b> for each incident of loss or damage.</li> </ul>
2. storm or flood  <b>We</b> will also pay the cost of removing any fallen trees or branches which cause damage to the <b>buildings</b>	<ul style="list-style-type: none"> <li>a) for <b>damage</b> caused by frost, <b>subsidence, ground heave or landslip,</b></li> <li>b) damage to gates, fences or hedges,</li> <li>c) loss or <b>damage</b> to roofs built with torch-on felt which are more than ten years old or other felt over five years old,</li> <li>d) the excess as shown in the <b>schedule</b> for each incident of loss or <b>damage</b>.</li> </ul>
3. <b>subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b> .	<ul style="list-style-type: none"> <li>a) for <b>damage</b> for purpose-built apartment blocks,</li> <li>b) for destruction or <b>damage</b>:               <ul style="list-style-type: none"> <li>i) to paths, drives, terraces, patios, walls, gates, fences, swimming pools, and tennis courts, unless the walls of the <b>home</b> are damaged at the same time, by the same cause;</li> <li>ii) to solid floors, unless the walls of the <b>home</b> are damaged at the same time and by the same event;</li> <li>iii) if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law;</li> <li>iv) due to faulty design, faulty workmanship or faulty materials;</li> <li>v) as a result of the coast or riverbank wearing away;</li> <li>vi) caused by <b>settlement</b></li> <li>vii) resulting from demolition, structural alteration or repair to the <b>buildings</b>;</li> </ul> </li> <li>c) the excess as shown in the <b>schedule</b> for each incident of loss or <b>damage</b>.</li> </ul>
4. Vandals or Malicious people	<ul style="list-style-type: none"> <li>a) for <b>damage</b> caused by someone lawfully on the premises,</li> <li>b) for <b>damage</b> caused by escape of water,</li> <li>c) the excess as shown in the <b>schedule</b> for each incident of loss or <b>damage</b>.</li> </ul>

## Section 1 – Buildings (continued)

What is covered	What is not covered
This insurance also covers	<b>We</b> will not pay
<b>Fire Brigade Charges</b> Expenses <b>you</b> have to pay in respect of fire brigade charges which <b>you</b> are liable to pay following attendance by the fire brigade at the <b>premises</b> shown in the <b>schedule</b> , following loss or damage to the <b>buildings</b> which is covered under Section 1	more than €2,000 in any <b>period of insurance</b> .

### Definitions that only apply to Section 1 – Buildings

The definitions applying to the whole policy (refer to page 4) will include the following definition for this Section only.

#### Additional Costs and Expenses:

- a) architects, surveyors and other professional fees;
- b) clearing debris, demolition, shoring or propping up; or
- c) complying with government or local authority requirements, necessary as a result of damage **insured** by this Section.

### Conditions that only apply to Section 1 – Buildings

#### How we settle claims for damage to buildings

Provided that, at the time of **damage** the **buildings** are in a good state of repair, **we** will, at **our** option, pay for the cost of work carried out to repair or replace the damaged parts of **your buildings** and agreed fees and related costs.

The replacement cost is the cost of rebuilding the **buildings** at the same location in the same size, style and design and with the same quality of materials and workmanship, including **additional costs and expenses**

**We** will not pay any contribution for reduction in market value of the **buildings** resulting from repair or replacement of damaged parts.

If the **buildings** are not in good repair, or if repair or replacement is not carried out, **we** will, at **our** option, pay either

- 1) the cost of repair or replacement less a reduction for wear and depreciation but only up to what it would have cost to rebuild or repair if such work had been carried out without delay; or
- 2) for the reduction in market value caused by the **damage**.

#### Matching items

**We** will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or which have a common design or use (such as, a bathroom suite or fitted kitchen units) when **damage** occurs within a clearly identifiable area or to a specific part.

#### Salvage

**We** have the right to the salvage of any insured property.

#### Abandonment

**You** may not, without **our** consent, abandon any property to **us**.

## Section 1 – Buildings (continued)

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### **Underinsurance**

If the **sum insured** is less than the full replacement cost **we** will only pay the same proportion of the **damage** as the **sum insured** bears to the full replacement cost.

For example, if the **sum insured** represents only half of the full replacement cost, **we** will only pay for one half of the amount lost or damaged.

The **sum insured** will not be reduced following payment of a claim.

### **Limitation that only applies to Section 1 – Buildings**

**We** will not pay more than the sum insured for each **premises** shown in the **schedule**.



## Section 2 - Contents

This cover is optional. Please read **your schedule** to see if **you** have insurance cover under this section

What is covered	What is not covered
This insurance covers the <b>contents</b> for loss or <b>damage</b> directly caused by	<b>We</b> will not pay
1) fire, lightning, explosion or earthquake	
2) Storm or flood	For <b>contents</b> outside the <b>home</b>
3) <b>subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>	a) for loss or <b>damage</b> following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) for loss or <b>damage</b> arising from faulty design, specification, workmanship or materials c) for loss or <b>damage</b> which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law d) for loss or <b>damage</b> whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions e) for loss or <b>damage</b> by coastal erosion
4) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	

### Conditions that only apply to Section 2 - Contents

#### How we deal with your claim

- 1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section 2.
- 2) **We** will not reduce the **sum insured** under Section 2 after **we** have paid a claim as long as **you** agree to **carry** out **our** recommendations to prevent further loss or **damage**.
- 3) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
  - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
  - b) **you** have paid or **we** have authorised the cost of replacement.

### Limitations that apply to Section 2 - Contents

- 1) **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on **your schedule**.
- 2) **We** will not pay more than the sums insured shown on your **schedule**.

## Section 3 – Accidents to Domestic Employees

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This section will apply automatically provided you have selected Section 2 - Contents.

<b>What is covered</b>	<b>What is not covered</b>
<b>We will pay</b>	<b>We will not pay</b>
for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for bodily injury (including death or disease) by an accident happening during the <b>period of insurance</b> at the <b>premises to your domestic employees</b> employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<ul style="list-style-type: none"><li>a) for bodily injury arising directly or indirectly<ul style="list-style-type: none"><li>i) by any motorised or horse-drawn vehicle other than;<ul style="list-style-type: none"><li>a. domestic garden equipment whilst being used within the <b>premises</b>; and</li><li>b. pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use.</li></ul></li><li>ii) from any vehicle used for racing, pacemaking or speed testing</li><li>iii) from any communicable disease or condition</li></ul></li><li>b) for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</li></ul>

### Limitation that only applies to Section 3 – Accidents to Domestic Employees

**We** will not pay more than €2,600,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 4 – Property Owners’ Liability

Standard cover and will automatically be shown in **your schedule**.

What is covered	What is not covered
<p><b>We</b> will pay <b>you</b> any amounts which <b>you</b>, as owner of the <b>premises</b>, become legally liable to pay as damages for</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property; caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b></p>	<p><b>We</b> will not pay for any liability arising directly or indirectly:</p> <p>i) from the occupation of the <b>premises</b></p> <p>ii) out of any profession, occupation, business or employment.</p> <p>Liability:</p> <p>iii) for bodily injury to <b>you</b>, a member of <b>your</b> household, a person under a contract of service or apprenticeship with you or a member of <b>your</b> family.</p> <p>iv) for <b>damage</b> to property owned or held in trust by or in the custody or control of <b>you</b>, a member of <b>your</b> household or any person engaged in <b>your</b> service.</p> <p>v) any kind of pollution and/or contamination other than:</p> <p>a) caused by sudden identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during <b>period of insurance</b> at the <b>premises</b>; and</p> <p>b) reported to <b>us</b> no later than 30 days from the end of the <b>period of insurance</b>; 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.</p> <p>vi) fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</p> <p>vii) which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>viii) arising out of any criminal acts</p>

### Limitation that only applies to Section 4 – Property Owners’ Liability

**We** will not pay more than €2,600,000 in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

# Important Information

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## Your Duties

While **your broker** can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property. **You** must therefore keep the **sums insured** at a level which represents the full value of the property.

Full value should represent the following:

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For **contents** – the current cost as new

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value

**You** must notify **your broker**:

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 14.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

## Information you have given us

**We** have relied on the information **you** have given **us**. **You** must take reasonable care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims. A misrepresentation is deliberate or reckless if **you**:

- a) knew that it was untrue or misleading, or did not care whether or not it was untrue or misleading; and
- b) knew that the matter to which the misrepresentation related was relevant to **us**, or did not care whether or not it was relevant to **us**.

The burden will be on **us** to prove a) and b) above.

If **we** establish that **you** provided **us** with false or misleading information which was not deliberate or reckless and had **we** known the information from the start of the policy or at the time of its renewal, **we**:

- a) would not have entered into the contract:  
**we** will:
  - i) charge an additional premium calculated from the start of the policy (the amount charged will be proportionate with the increase in risk);
  - ii) apply additional terms from the date **we** discover the misrepresentation;

## Important Information (continued)

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Provided **you** have paid the additional premium **we** requested and agreed in writing to the additional terms, **we** will also:

- i) pay any valid claims notified to **us** before the date of the discovery of the misrepresentation, including any valid claim which led to the discovery of the misrepresentation;
- ii) continue to cover **you** on the revised basis for the remaining **period of insurance**, but **we** may not continue insuring **you** once the policy reaches its renewal date.

However there may be certain circumstances where **we** will avoid the policy from the start date and treat the insurance as though it never existed. These circumstances will include where the misrepresentation means **we** or **our** parent company will suffer reputational harm in either the insurance market, the media or amongst **our** clients or trading partners. If **we** do avoid **your** policy from the start date because of the above, all premiums paid will be returned and no claims paid.

b) would have applied different terms:

**we** will apply those different terms from the date **we** discover the misrepresentation.

c) would have charged a higher premium:

**we** will charge that additional premium calculated from the start of the policy.

d) would have charged a higher premium and applied different terms:

- i) **we** will charge an additional premium calculated from the start of the policy; and
- ii) apply additional terms from the date **we** discover the misrepresentation.

**We** or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- require **you** to pay an additional premium; or
- apply additional terms.

### How to make changes to this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

**You** must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA) against them; and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**;
- any works being carried out at **your home**;
- if **you** downgrade the security or fire protections at **your home**;

## Important Information (continued)

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When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with 'Important Information – Our right to cancel' on page 14.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes then **you** may not receive any payment for a claim, a claim may be reduced, or **you** may lose all right to cover under **your** policy.

### Renewal of this insurance

When this policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. Occasionally, **we** may not be able to offer to renew this policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of this policy to allow enough time for **you** to make alternative insurance arrangements.

### How to cancel this insurance

#### During the cooling off period

**You** may cancel this insurance within 14 days:

- of buying this insurance; or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

#### After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **you** cancel this insurance within 6 months of the start of this insurance **we** will retain 50% of the annual premium paid. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

#### Our right to cancel

**We** may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing.

**We** will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under 'Important Information – Your Duties' on page 12;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if you have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

## Important Information (continued)

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### How to make a claim

**We** aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**. **You** may appoint **your** own expert / Loss Assessor in the event of claim.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

**We** have set out below how to find what **you** need to know to make a claim or use a service under this policy.

#### Your duties:

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within 30 days. The contact details for reporting a claim are shown in **your schedule**.
- 2) **You** must supply any other information we may reasonably require, including proof of ownership and value, within 30 days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **we** may not pay **your** claim, or any payment may be reduced.

### Defending claims

**We** may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note that there are also claims conditions that apply to Section 1 – Buildings on page 7.

### Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** will:

- a) refuse to pay the claim;
- b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
- c) have the option to cancel the policy from the date of the fraudulent act; and
- d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act, unless they too were fraudulent.

### Claims Condition

All monies which become or may become payable to **you** under this policy will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

## Important Information (continued)

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### Complaints

#### How to make a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker**.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to **us**. **Our** contact details are:

**Post:** Service Manager, Operations Team, Lloyd's Insurance Company S.A., Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium  
**Telephone:** +32 (0)2 227 39 39  
**Fax:** +353 1 6 620 890  
**Email:** [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

**Your** complaint will be acknowledged, in writing, within 5 business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 business days of the complaint being made. A decision on **your** complaint will be provided to **you**, in writing, within 40 business days of the complaint being made.

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

**Post:** Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Republic of Ireland  
**Telephone:** +353 1 6 567 7000  
**Email:** [info@fspo.ie](mailto:info@fspo.ie)  
**Website:** [www.fspo.ie](http://www.fspo.ie)

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

### Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of the Republic of Ireland will apply and the parties submit, at **your** election, to the exclusive jurisdiction of:

- i) the courts of the Republic of Ireland; or
  - ii) the courts of England and Wales; or
  - iii) where the dispute relates to indemnity for legal liability or immovable property, or movable and immovable property both adversely affected by the same cause, the courts of the country, crown protectorate or dependency in which the loss or damage was sustained or the liability incurred;
- in accordance with the provisions of Brussels Regulation (1215/2012/EU).

### Language

The language of this policy and any communication throughout the duration of the **period of insurance** will be English.



# Important Information (continued)

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## Your Personal Information Notice

### Who we are

**We** are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

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

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

### Other people's details you provide to us

Where **you** provide **us** or **your** insurance agent or insurance broker with details about other people, **you** must provide this notice to them.

### Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available in the Privacy section of **our** website [www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels](http://www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels) or in other formats on request.

### Contacting us and your rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**. Alternatively, **you** may contact **your broker**.

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

LBS0046

1 January 2019

## Sanctions

This policy will not provide any insurance cover or benefit, and **we** will not pay any sum, if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

## Important Information (continued)

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### Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

The stamp duty on this policy has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990 and Section 5 of the Stamp Duties Consolidation Act 1999.

### Service of Suit

**We** agree that all summonses, notices or processes requiring to be served on **us** for the purpose of instituting legal proceedings against **us** in connection with this insurance will be properly served if addressed to **us** and delivered care of Lloyd's Ireland Representative Limited who has authority to accept service on **our** behalf.

By giving this authority to Lloyd's Ireland Representative Limited, **we** do not renounce **our** right to any special delays or periods of time to which **we** are entitled for the service of any such summonses, notices or processes by reason of **our** residence or domicile in Belgium.

### Our Regulator

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels) E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com) Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Arachas Corporate Brokers Limited trading as Arachas, Capital IM is regulated by the Central Bank of Ireland. Registered Office: 9 Eastgate Avenue, Eastgate Business Park, Little Island, Cork, T45 YN92, Republic of Ireland.

# General Exclusions

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## 1) Biological, chemical, radioactive or nuclear contamination

**We** will not pay for any legal liability, loss, **damage** or additional expense arising from:

- i) ionising radiations or contamination by radioactivity from any irradiated 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 of its nuclear component.

**We** will not pay for death or injury to any person, any legal liability, loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

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

## 2) Electronic data

**We** will not pay for:

- i) loss of or **damage** to any property, information or digital data, or additional expense arising from; or
- ii) any legal liability directly or indirectly caused by or contributed to, by or arising from;
  - a) **computer viruses**, hacking, computer error or malfunction;
  - b) distortion, alteration, erasure or corruption of electronic or digital data; or
  - c) the failure of any equipment to correctly recognise the date or change of date.

## 3) Existing, deliberate and indirect damage

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

- i) occurring before or arising from an event before the beginning of the **period of insurance**;
- ii) caused deliberately by **you** or any person acting on **your** behalf; or
- iii) not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

## 4) War

**We** will not pay for any loss, **damage** or liability caused by or happening through 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 or **damage** to property by or under the order of any government or public or local authority.

## 5) Pollution

**We** will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i) a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii) oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware or when you ought to have become aware, of the leakage.

## 6) Other insurance

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

# General Conditions

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## 1) Excess clause

The excess amount shown in the **schedule** will be deducted from each and every incident of loss.

The following are conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.

## 2) Contractor's exclusion clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

## 3) Inspection clause

The **premises** must be inspected internally and externally at least once every 14 days by **you** or **your** Representatives.

## 4) Water tanks and central heating systems clause

All water tanks and central heating systems must be drained and stopcocks turned off at the mains.