



Irish Holiday Home



KIDD INSURANCES

Alan B. Kidd & Co. Ltd.



Effected through

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 certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

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

The written authority (which number is shown in the **schedule**) carrying the seal of Lloyd's Policy Signing Office allows Alan.B.Kidd and Company Ltd to sign and issue this certificate on behalf of underwriters whose syndicate numbers are given in the authority.

SEVERAL LIABILITY NOTICE:

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

LSW 1001 (Insurance)

IHH/12/11

Introduction

This document of insurance, **schedule** and any **endorsement** applying to **your** insurance forms **your** Lloyd's Holiday **Home** Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

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

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions or require any clarification of the cover provided.

Wherever the following words appear in this insurance they will have the meanings shown below.

You / your / insured	The person or persons named in the schedule and all members of their family who permanently reside with them.
We / us / our	Amlin Syndicate 2001 managed by Amlin Underwriting Ltd.
Your broker	The insurance broker who placed this insurance on your behalf.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Endorsement	A change in the terms and conditions of this insurance.
Period of insurance	The length of time for which this insurance is in force, as shown the schedule and for which you have paid and we have accepted a premium.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Buildings	<ul style="list-style-type: none">• The home and its decorations• fixtures and fittings attached to the home• permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks <p>you own or for which you are legally liable within the premises named in the schedule.</p>
Premises	The address which is named in the schedule .
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .

Contents

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally liable for.
Contents includes:

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- domestic oil in fixed fuel oil tanks up to €750
- paintings and pictures up to €10,000 with a single article limit of €2,500.
- property in the open within the **premises** up to €750 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes
- any property **insured** under any other insurance.
- **money and credit cards**
- deeds and registered bonds and other personal documents
- stamps or coins forming part of a collection
- gold, silver, gold and silver plated articles, jewellery and furs
- **Baggage, guns and other similar items normally carried about the person and all of which belong to you**
- Pedal Cycles

Bodily injury

Bodily injury includes death or disease.

Valuables

- jewellery
- furs.

Money

- current legal tender, cheques, postal and **money** orders
- postage stamps not forming part of a stamp collection
- travellers' cheques

all held for private or domestic purposes.

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Occupant

being an authorised person or persons in the **home** overnight.

General Conditions applicable to the whole of this insurance

Each **home** included under this insurance is considered to be covered as if separately **insured**.

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Cancellation clause

1. **We** can cancel this insurance by giving **you** 30 days notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Explosive Nuclear Assemblies Exclusion (NMA 1622)

This Insurance will not pay for:

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

b) War and Civil War Exclusion Clause – NMA 464

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in 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 or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Indirect Loss or Damage

We will not pay for any losses that are not directly associated with the incident that caused you to claim unless expressly stated in this insurance.

General Conditions applicable to the whole of this insurance (continued)

Unoccupancy

If **you** leave the **home** without an **occupant** **we** will not pay for loss or damage directly caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes during the period 1st November to 31st March unless;

- the central heating system is kept running continuously for 24 hours of each day throughout the house at minimum temperature of 65°F (18°C) at all times and there is an adequate fuel supply to comply with this requirement
- the loft hatch, where fitted is left open;

Alternatively if the central heating system is not kept running continuously

- all mains water and gas supplies are turned off at the mains and water and central heating systems are drained.

Inspection

The **premises** must be inspected internally and externally at least once a fortnight by **you** or **your** representatives.

Failure to comply with any of the above certificate conditions will invalidate **your** insurance.

Claims Conditions applicable to the whole of this insurance

Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **your broker** within 30 days of discovery giving full details of what has happened.
2. **you** must provide **your broker** with written details of what has happened within 30 days of **you** notifying **us** and provide any other information **we** may reasonably require.
3. **you** must immediately forward to **your broker**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
5. **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

1. Defence of claims

We may

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

2. 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 in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-F).

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

Section one

Buildings

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or smoke	the first €250 of every claim
2. aircraft and other flying devices or items dropped from them	the first €250 of every claim
3. earthquake	a) for loss or damage to swimming pools, tennis courts, drives, patios, terraces, gates, fences, b) the first €250 of every claim
4. storm, flood or weight of snow	a) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, walls, gates, fences, and garages and outbuildings that are not of standard construction b) the first €250 of every claim c) for loss or damage to roofs built with torch-on felt which are more than ten years old or other felt over five years old.
5. escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, garages and outbuildings that are not of standard construction c) for loss or damage while the buildings are not furnished enough to be normally lived in d) for loss or damage to walls, ceilings and tiles caused by water leaking from shower units and baths through seals and grouting e) for loss or damage due to wear and tear, rust, or gradual deterioration of any water apparatus or installation f) for loss or damage to the component or appliance from which the water escapes g) the first €500 of every claim

Section one

Buildings (continued)

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
6. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	<ul style="list-style-type: none"> a) for loss or damage caused by subsidence, heave or landslide b) for loss or damage due to wear and tear or any gradually operating cause c) the first €250 of every claim d) for loss or damage caused by faulty workmanship e) for loss or damage while the buildings are not furnished enough to be normally lived in
7. theft or attempted theft	<ul style="list-style-type: none"> a) for loss or damage while the home is not furnished enough to be normally lived in b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry c) the first €250 of every claim
8. collision by any vehicle or animal	the first €250 of every claim
9. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	<ul style="list-style-type: none"> a) for loss or damage while the buildings are not furnished enough to be normally lived in b) the first €250 of every claim
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<ul style="list-style-type: none"> a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts b) the first €250 of every claim
11. Subsidence or heave of the site upon which the buildings stand or landslide	<ul style="list-style-type: none"> a) for loss or damage to domestic fixed fuel- oil tanks, swimming pools, tennis courts, drives, patios or terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event. b) For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event. c) For loss or damage arising from faulty design, specification, workmanship or materials. d) For loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law. e) The first €1500 of every claim f) For loss or damage caused by coastal erosion g) For loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.

12. Falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) for loss or damage to gates and fences c) the first €250 of every claim
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Accidental damage to Buildings

The following applies only if the **schedule** shows that Accidental Damage to **buildings** is included.

What is covered	What is not covered
13. Accidental damage to the buildings	<ul style="list-style-type: none">a) for damage or any proportion of damage which we specifically exclude elsewhere under section oneb) for the buildings moving, settling, shrinking, collapsing or crackingc) for damage while the home is being altered, repaired, cleaned, maintained or extendedd) for damage to outbuildings and garages which are not of standard constructione) for the cost of general maintenancef) for damage caused by wear and tear, infestation, vermin, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating causeg) for damage arising from faulty design, specification, workmanship or materialsh) for damage from mechanical or electrical faults or breakdowni) for damage caused by dryness, dampness, extremes of temperature or exposure to lightj) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanksk) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination unless it is sudden or unforeseen.l) the first €250 of every claim

Section one

Buildings (continued)

What is covered	What is not covered
<p>This section of the insurance also covers</p>	<p>We will not pay</p>
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground gas pipes • underground cables <p>which you are legally liable for</p>	<ul style="list-style-type: none"> a) for loss or damage due to wear and tear or any gradually operating cause b) the first €250 of every claim c) more than €1000 in any period of insurance d) for loss or damage to sewers or septic tanks
<p>B) • loss of rent due to you which you are unable to recover</p> <p>or</p> <ul style="list-style-type: none"> • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one 	<p>any amount over 10% of the sum insured for the buildings damaged or destroyed</p>
<p>C) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the building • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<ul style="list-style-type: none"> a) any expenses for preparing a claim or an estimate of loss or damage b) any costs if Government or local authority requirements have been served on you before the loss or damage
<p>D) expenses you have to pay in respect of fire brigade charges which you are liable to pay following attendance by the fire brigade at the premises shown in the schedule, following loss or damage to the buildings which is covered under section one</p>	<p>more than €1000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than €1000 in total</p>
<p>E) accidental damage to fixed glass in doors, roofs, fixed sanitary ware, ceramic hobs and ceramic tops of fixed cookers in the buildings</p>	<p>Caused by vandals or malicious people lawfully on the premises</p>

Conditions that apply to section one (**buildings**) only

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.
 2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
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Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 4. If **you** are under **insured**, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
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Limit of insurance

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

Contents

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or smoke	the first €250 of every claim
2. aircraft and other flying devices or items dropped from them	the first €250 of every claim
3. earthquake	the first €250 of every claim
4. storm, flood or weight of snow	a) for loss or damage to contents of garages and outbuildings that are not of standard construction b) the first €250 of every claim c) for loss or damage to property in the open
5. escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, garages and outbuildings that are not of standard construction c) for loss or damage while the buildings are not furnished enough to be normally lived in d) for loss or damage to walls, ceilings and tiles caused by water leaking from shower units and baths through seals and grouting e) for loss or damage due to wear and tear, rust, or gradual deterioration of any water apparatus or installation f) for loss or damage to the component or appliance from which the water escapes g) the first €500 of every claim
6. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any domestic fixed heating installation	a) for loss or damage to contents of garages and outbuildings that are not of standard construction b) for loss or damage due to wear and tear or any gradually operating cause c) for loss or damage caused by faulty workmanship d) the first €250 of every claim

Section two

Contents (continued)

What is covered	What is not covered
7. theft or attempted theft	a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry b) any amount over €750 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages c) the first €250 of every claim
8. collision by any vehicle or animal	the first €250 of every claim
9. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the first €250 of every claim
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises
11. subsidence or heave of the site upon which the buildings stand or landslip	a) for loss or damage 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 damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by coastal erosion

Section two

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>A) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-9 in section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>a) for contents outside the country in which the premises are situated</p> <p>b) for money or credit cards</p> <p>c) any amount over 20% of the sum insured under section two for contents in a furniture store</p>
<p>B) up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under section two</p>	any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
<p>C) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under section two</p>	any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
<p>D) your legal liability as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<p>a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from subsidence, heave or landslip</p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>e) for loss or damage while the buildings are not furnished enough to be normally lived in</p> <p>f) the first €250 of every claim</p>

Section two

Contents (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>E) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground gas pipes • underground cables <p>which you are legally liable for as tenant only</p>	<ul style="list-style-type: none"> a) for loss or damage due to wear and tear or any gradually operating cause b) the first €250 of every claim c) any amount over €1000 in any period of insurance d) for loss or damage to sewers or septic tanks
<p>F) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • €10,000 for each insured person over sixteen years of age, • €5,000 for each insured person under sixteen years of age, at the time of death 	
<p>G) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft of your keys</p>	any amount over €400 in total
<p>H) loss of oil or metered water following accidental damage to the heating or domestic water installation</p>	Damage due to wear and tear, rust or gradual deterioration to any water or oil apparatus or installation
<p>I) accidental loss of or accidental damage to television sets and their aerials, radios, record, compact and tape players, video and DVD recorders, home computers and cable/satellite receivers</p> <p>The most we will pay is €750</p>	<ul style="list-style-type: none"> a) damage to equipment designed to be portable whilst it is being transported, carried or moved b) mechanical or electrical breakdown or derangement c) damage to records, discs, cassettes and tapes d) damage caused by or in the process of cleaning or dismantling equipment
<p>J) accidental damage to mirrors, fixed glass in and glass tops of furniture, ceramic hobs and ceramic tops of movable cookers</p>	Loss or damage to property not in the home

Accidental damage to contents

The following applies only if the **schedule** shows that Accidental Damage to **contents** is included.

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the contents within the home	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by animals e) any amount over €1,000 in total for porcelain, china, glass and other brittle articles f) for damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause g) for damage arising out of faulty design, specification, workmanship or materials h) for damage from mechanical or electrical faults or breakdown i) for damage caused by dryness, dampness, extremes of temperature and exposure to light j) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination k) for the first €250 of every claim

Conditions that apply to section two (**contents**) only

Settling claims

How we deal with **your** claim

1. If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay for any article covered under section two.

For total loss or destruction of any article we will pay **you** an amount reflecting the type, condition and age of the article lost or destroyed.

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

Your sum insured

3. We will not reduce the sum insured under section two after we have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under **insured**, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then we will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, we will only pay one half of the cost of repair or replacement.

Limit of Insurance

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

Section three

Legal Liability to the Public	
This section applies only if the schedule shows that either the buildings are insured under section one or the contents are insured under section two of this insurance.	
This section applies in the following way:	
<ul style="list-style-type: none"> • if the buildings only are insured, your legal liability as owner only but not as occupier is covered. • if the contents only are insured, your legal liability as occupier only but not as owner is covered. • if the buildings and contents are insured, your legal liability as owner or occupier is covered. 	
What is covered	What is not covered
We will indemnify you	We will not indemnify you for any liability
<p>as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p>	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>d) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>e) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued over the page)</p>

Legal Liability to the Public (continued)

What is not covered	
	We will not indemnify you for any liability
	<p>f) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horse drawn vehicle other than domestic gardening equipment ii) any power-operated lift iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by 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 premises named in the schedule; and • reported to us no later than 30 days from the end of the period of insurance; <p>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>h) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>i) liability arising from the ownership possession or use of animals other than horses cats or dogs and other domestic pets.</p> <p>j) liability arising from the ownership, possession or use of dogs designated as dangerous made under the Control of Dogs Act 1986 and subsequent amendments to the Act if the ownership, possession or use is not in accordance with the provisions of such regulations.</p>

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than the amount stated in the **schedule** in all
- in respect of other liability covered under section three:- more than the amount stated in the **schedule** 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 four

Legal Liability to Domestic Staff

<p>This section applies only if the schedule shows that the contents are insured under section two of this insurance.</p>	
<p>What is covered</p>	<p>What is not covered</p>
<p>We will indemnify you</p>	<p>We will not indemnify you for any liability</p>
<p>All sums that you become legally liable to pay as damages for bodily injury (including death or disease) to any person under a contract of service with you solely for private domestic duties (including gardener persons carrying out repair work and other temporary or casual employees) arising out of and in the course of such persons employment by you and happening anywhere in the Republic of Ireland during the period of insurance.</p> <p>Legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.</p> <p>If you die, your legal representative will have the benefit of this section for liability incurred by you for an event covered by this section</p>	<p>a) liability arising from any wilful or malicious act.</p> <p>b) liability assumed by you by agreement unless the liability would have existed without the agreement.</p> <p>c) liability arising from the ownership possession or use of animals other than horses cats or dogs and other domestic pets.</p> <p>d) liability arising from the ownership, possession or use of dogs designated as dangerous made under the Control of Dogs Act 1986 and subsequent amendments to the Act if the ownership, possession or use is not in accordance with the provisions of such regulations.</p> <p>e) liability arising from Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficient Syndrome (AIDS) and/or any mutant derivative or variations however caused.</p> <p>f) liability arising in connection with the demolition of or structural alteration to the building or any operation incidental thereto.</p> <p>g) liability of whatsoever nature where compulsory insurance or security in respect of such liability is required by any Road Traffic legislation or where indemnity is provided by any Motor insurance contract.</p>

Limit of insurance

We will not pay

- in respect of liability covered under section four:- more than the amount stated in the **schedule** 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.

Endorsements

The following clauses apply only if they are shown in the **schedule**

1. **Alarm clause**

This insurance does not cover theft:

- when **you** have left the **premises** without an **occupant**, or
- overnight,

unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company.

2. **Theft limitation clause**

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

3. **Non-standard construction clause**

It is agreed that the private dwelling of the **home** is not of **standard construction**.

4. **Minimum security clause**

This insurance does not cover theft from the **home** unless mortice deadlocks are of at least 3 lever calibre and are fitted to all external doors and are fully locked when **you** are absent from the **premises**.

5. **Protections clause**

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

6. **Contractors exclusion clause**

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

7. **Business-use extension clause**

Section three (**legal liability to the public**) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**.

However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

8. **Your bank or building societies interest clause**

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage.

9. **Currency conversion clause**

The currency equivalent is substituted for sterling amounts.

10. **Subsidence exclusion clause**

Subsidence or heave of the site upon which the **buildings** stand or landslip as stated under item 11 under section 1 **buildings** and section 2 **contents** is not covered under this insurance.

11. **Smoke Alarm and Fire Extinguisher Clause**

It is a condition precedent of this insurance that the **premises** have a minimum of two smoke alarms and two fire extinguishers, which are maintained annually.

12. **Electrical Wiring Clause**

All electrical wiring to be checked by an inspector, who is a member of the Electrical Contractors Safety & Standards Association or Register of Electrical Contractors of Ireland, at least every twenty years and any recommendations complied with. A Certificate of Compliance issued by the Inspector to be produced to Underwriters at inception and following each subsequent check in accordance with the terms of this clause.

13. **Chimney Clause**

It is **your** duty to ensure that:

all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within two weeks of the inception date of this insurance or not more than 6 months since the last time they were professionally cleaned, whichever is the sooner. There after **you** must have them cleaned at not more than 6 monthly intervals.

you must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for **our** inspection if **we** ask for them.

14. **Flood exclusion clause**

Flood as stated under item 4 within section 1 **buildings** and section 2 **contents** is not covered under this insurance.

Notice to the **insured** – Complaints procedure

The insurance cover is granted by the holder of a binding authority in Ireland from Lloyd's Underwriters and certain other authorised insurers for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936. The holder of the binding authority, whose name is shown hereon in conjunction with the Lloyd's Underwriters Sole Representative in the Republic of Ireland has all the powers required of him under the insurance acts and regulations (insurance acts 1909 – 2000 and regulations made there under).

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

Any enquiry or complaint should be addressed in the first instance to **your Broker**.

If **you** are not satisfied with the way a complaint has been dealt with **you** may ask the Lloyd's Underwriters' Sole General Representative in Ireland to review **your** case without prejudice to **your** rights in law. The address is:

Lloyd's Ireland Representative Limited
7/8 Wilton Terrace
Dublin 2
IRELAND

Telephone No: - +353 (0) 1 6313 600

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- 1) *In the event of a dispute arising under this certificate, Underwriters at the request of the insured will submit to the jurisdiction of any competent court in the Republic of Ireland, such dispute shall be determined in accordance with the law and practice applicable in such court.*
- 2) *any summons, Notice or Process shall be served upon their Sole General Representative at the address stated above.*