



HOMESHIELD APARTMENT CONTENTS POLICY - LANDLORDS

(Underwritten by Zurich Insurance plc)

The Contract of Insurance

This Policy which has been arranged by Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre, is a contract between you and us. We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept. Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

Your Home Insurance contract consists of three documents, as listed below. These documents should be read as if they are one document. Please read them carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact Cover Centre or us.

[The policy booklet](#)

This booklet which details the extent of cover for each of the sections chosen by you and the policy conditions and exceptions.

We would draw your attention specifically to the 'What is not insured' and the 'Policy Exceptions' sections of the Policy which set out what is not covered.

[The schedule](#)

Which includes details of the risk address, operative sections and clauses, the sums insured and the period of insurance.

[The statement of facts](#)

The Statement of Facts is a precise record of the information which you or anyone on your behalf provided to us about your risk. We have relied upon the information in the statement of facts when deciding whether to accept this insurance, what terms to apply to it and the premium to charge.

[Making a Claim](#)

[What you should do](#)

First, check your insurance Policy to see if the incident that has occurred is covered by your Policy. If it is, then please dial 1890 208 408. We will take details of your claim and can arrange for a contractor to call out to your home and deal with the damage that has occurred. We will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim, simply dial 1890 208 408 (24 hours, 365 days a year).

[Claims Notification Period](#)

Please note that unless otherwise stated in this Policy all claims must be notified to Zurich at the latest within 30 days of their occurrence of the relevant event or cause (as the case may be) giving rise to the claim.

However, please refer to the Policy Conditions section of this document and familiarise yourself with your specific obligations when notifying a claim, as failure to comply could result in your claim being refused, where we are prejudiced

For and on behalf of Zurich Insurance plc ('Zurich').

Registered Office: Zurich House, Ballsbridge Park, Dublin 4.



Meaning of Words

Certain words in the Policy have special meanings given below. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

Bodily injury - Death, injury, illness or disease.

Apartment – The insured self-contained unit of residential accommodation within an **apartment block** at the situation shown on the schedule.

Apartment Block - The purpose-built block of apartments and all outbuildings used for domestic purposes only

Contents - Household goods and furniture used for the provision of rented accommodation or in connection with the maintenance of the **apartment**, your fixtures and fittings and interior decorations which are excluded from the insurance on the **apartment block**, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **apartment**, all belonging to or the legal responsibility of **you** and contained in the **home**. The maximum cover in respect of any one item is 10% of the **contents** sum insured or €2,500 whichever is the lesser.

Unless otherwise stated on the schedule the maximum cover in respect of **contents** of garages or lock-up stores is €3,000 in any one period of insurance.

The following property is not included as **contents**:

- **Valuable property**

- Motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.

- Any living creature.

- Property owned or held in trust in connection with any business, profession or trade.

- Deeds, bonds, bills of exchange, securities, documents, manuscripts, or **money** of any kind

- Property more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item.

Flood (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam

(b) inundation from the sea whether resulting from storm or otherwise.

Fungi – any type of fungus including but not limited to all forms of mould or mildew and any mycotoxins spores scents vapours gas or substance including any by-products produced or released by fungi.

Ground heave - The upwards expansion of the ground resulting in damage to the building foundations.

Home - The **apartment** and any garage or lock-up store belonging to the **apartment** used as rented residential accommodation only, all at the situation shown in the schedule but excluding any car parks or communal parking facilities.

Money - Cash, cheques, postal orders, bankers drafts, travel tickets, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon

vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

Excess - The monetary amount of any claim which is not insured. There are two types of **excess** namely a Policy **Excess** and a Water Damage

Excess and these are clearly shown on the schedule. The applicable **excess** for each cover is stated in the Policy.

Settlement - The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

Subsidence - The downward movement within the ground independent of the building load.

Tenant – Any person living in the **home** under a rental or lease agreement with **you**.

Tenanted – The **home** is **tenanted** when there is a current rental or lease agreement in place and the **tenant** continues to reside in the **home** under that agreement. **Untenanted** - The **home** will be considered **untenanted** when there is no current rental or lease agreement in place or where a **tenant** has ceased to reside in the **home** before the expiry of an agreement.

Unfurnished - Without sufficient furniture and furnishings for normal living purposes. A property will be deemed **unfurnished** if either the water or electricity supply is

disconnected or never was connected.

Unoccupied - Not stayed in overnight by **you**, a **tenant** or by a person authorised by **you**.

Valuable property - Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments computer equipment including laptops and tablet computers, mobile or smart phones.

We or us - Zurich Insurance plc.

You - The person or people shown in the schedule as the Insured.

Section A – Contents

Unless otherwise stated the Policy **Excess** shown in the schedule applies to all claims under this section.

Other than 'What is not insured', the **contents** are insured for the amounts shown in the schedule against loss or damage caused by the events in paragraphs 1 – 12

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> • agricultural or industrial operations, any gradually operating cause, or smog.
2. Storm or flood .	Loss or damage: <ul style="list-style-type: none"> • caused by frost, subsidence, ground heave or landslip, • due to wear and tear or gradual deterioration.
3. Subsidence or ground heave of the site on which the Apartment Block stands or landslip.	Loss or Damage: <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials, • caused by building on made-up ground or filled-in land, or caused by tunnelling work • to contents unless the home is damaged at the same time by the same cause • associated with such causes arising prior to inception of this policy. <p>Loss or damage if any part of the apartment block suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</p>
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> • unless entry to or exit from the home is made using violence and force • while the home is unfurnished. <p>If the apartment is situated on a ground floor or lower ground floor the Policy excess is increased by €250</p>
5. Riot, civil, labour or political disturbance.	
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> • by someone lawfully in the home, • while the home is unfurnished, • by any modifications to the premises,
7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.	Loss or damage: <ul style="list-style-type: none"> • while the home is unfurnished. • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration. • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units. <p>Loss or damage from subsidence, ground heave or landslip that results from escape of water</p> <p>The Water Damage Excess shown on the schedule applies to this cover.</p>
8. Escape of oil from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> • caused after the home is left unoccupied for more than 30 consecutive days. • while the home is unfurnished. • to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.
9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Loss or damage caused by your pets.
10. Falling trees or branches.	• Damage caused by felling or lopping of trees.
11. Falling aerials, aerial fittings or masts	

WHAT IS INSURED	WHAT IS NOT INSURED
<p>12. Accidental Damage.</p> <p>The contents are insured while in the home against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p>	<p>Contents lost in the home.</p> <p>Unexplained damage</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink.</p> <p>Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles while being handled or actively used.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • wear and tear or gradual deterioration, gradually operating causes, • misuse or breakdown • insects, parasites or vermin, • corrosion, fungus, mildew or rot, • atmospheric or climatic conditions, frost or the action of light, • alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown, • chewing, scratching, tearing or fouling by domestic pets belonging to you • computer viruses, • any process of cleaning, drying, dyeing, heating or washing, • faulty design or workmanship or the use of faulty materials, • demolition, structural alteration or structural repair of the home. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>13. Fire brigade charges.</p> <p>Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the home or contents in circumstances which have given rise to a valid claim under this policy.</p> <p>The most we will pay is €1,500.</p>	
<p>14. Loss of Rent</p> <p>Provided the home is tenanted at the time of a loss, we will pay for loss of rent you should have received but were unable to collect while the home was unfit to live in caused by an event in paragraphs 1-12 of this section.</p> <p>This cover is limited to the period necessary for reinstatement and the total amount payable is limited to 20% of the Contents Sum Insured or the equivalent of 12 months' rent, whichever is the lesser.</p> <p>If the home is untenanted at the time of the loss, the equivalent of three months' rent will be deducted from the total amount payable. The total amount payable is also limited to the rent that could have been reasonably expected to be received given the pre-loss condition and rental prospects of the home.</p>	<p>any rent owed by tenants to you for a period prior to the loss</p> <p>any share of rents or any other charges or expenses payable to letting agents</p> <p>loss of rent for any part of the home used for anything other than as domestic accommodation</p> <p>any loss of rent after the home is fit to be let.</p> <p>the returning of any deposits to tenants</p>
<p>15. Accidental breakage while in the home of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unoccupied for more than 30 consecutive days. • while the home is unfurnished. • by vandals or malicious people lawfully in the home.
<p>16. Trace and Access.</p> <p>We will pay up to €1,000 to remove or replace any part of the home necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • to the item from which the escape occurred. • caused after the home is left unoccupied for more than 30 consecutive days • while the home is unfurnished.
<p>17. Liability to the public.</p> <p>Any amounts which you as owner of the contents of the apartment become legally liable to pay as compensation for an accident occurring during the period of insurance which causes bodily injury to any person or loss of or damage to property.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by us in writing).</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • ownership of any land, apartment or building, • an agreement which imposes a liability which you would not otherwise have been under, • any business, profession or trade, • any willful, malicious, deliberate or reckless act, • the occupation of the apartment other than by a tenant, <p>Liability for:</p> <ul style="list-style-type: none"> • bodily injury to a person under a contract of service or apprenticeship with you • loss of or damage to property owned or held in trust by you or in your custody or control

WHAT IS INSURED

18. Liability to domestic employees.
Any amounts which **you** become legally liable to pay as damages for **bodily injury** to your domestic employees (including temporary and occasional employees or any person carrying out repairs or decorations) directly employed by **you** in connection with your **home**.
The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by **us** in writing).
Where **we** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.

WHAT IS NOT INSURED

Liability for:

- **bodily injury** to any person employed by **you** for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- **bodily injury** to any person in the course of their duties, where employed by **you** or a member of **your family**, for the purposes of providing care unless advised to **us** and confirmed in writing by **us**.

Special Conditions for Untenanted Properties

Immediately the **home** is **untenanted**:

the water must be turned off at its supply point to the **home** and the water system and tank (but not heating system) must be drained

A responsible person must be appointed to supervise and inspect the **apartment** at least once a week

While the **home** remains **untenanted**

loss or damage caused by the events in the following paragraphs of this policy is not insured

4 - Stealing or attempted Stealing

6 - Vandals or Malicious People

7 - Escape of water from or the bursting of any fixed domestic water or heating installation which originates in your **apartment**

8 - Escape of oil from any fixed domestic heating installation and

the Policy **Excess** is increased by €250.

Settling claims – Contents

Average Clause – only applies where the **contents** sum insured is less than €25,000

If at the time of a loss or damage the **contents** sum insured is less than the cost of replacing all the **contents** as new after allowing for deterioration of clothing, linen and furs we will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

We will automatically reinstate the sum insured from the date of payment of any claim unless **we** give **you** written notice to the contrary before payment.

In addition to any other action we may take **we** reserve the right to proportionately reduce the amount payable on a claim if **you** received a premium reduction as a result of providing inaccurate information.

We will pay the full cost of replacement as new or repair of the **contents** lost or damaged or at our option **we** will replace the **contents** or arrange for the repair work to be carried out. However, **we** will deduct an amount for wear and tear:

- for clothing, furs and linen,
- for floor coverings more than 5 years old,

If it is necessary to make a deduction for wear and tear, for the purposes of determining whether or not there is underinsurance, the cost of replacement as new of all the **contents** covered by this policy less the deduction for wear and tear will be compared with your actual sum insured.

- **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched
- The most **we** will pay under paragraphs 1 to 12 is the **contents** sum insured, subject to the condition of average, but see the limitations in the Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **valuable property**.
- Where the damaged or lost item can be repaired or replaced with an item of similar quality, **we** may at our option either arrange or authorise replacement. If an exact replacement is not available, **we** may either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of Betterment.

- If **you** do not replace (for a reason that is explained and reasonable) an article which is lost, or damaged beyond economical repair, we will pay the resale market value only.

We will not pay:

- fees incurred by you for preparing a claim under this section

Section B – Buildings Excess Cover (operative only if shown as insured on the schedule)

Unless otherwise stated the Policy **Excess** shown in the schedule applies to all claims under this section

WHAT IS INSURED	WHAT IS NOT INSURED
<p>Provided there is an admissible claim for loss or damage under Section A of this insurance, we shall indemnify you for the amount, or portion, of any excess which you become liable to pay under the property damage insurance for the Apartment Block in respect of such loss or damage.</p> <p>The most we will pay is the lowest of:</p> <ol style="list-style-type: none">The amount shown on the Schedule under Section B - Buildings Excess Cover orThe actual excess amount for which you are responsible under the property damage insurance on the Apartment BlockAny amount below the excess on the property damage insurance on the Apartment Block which is unrecoverable under that insurance solely because of the application of the excess. <p>The most we will pay in any one period of insurance is €5,000.</p>	<p>Any amounts in respect of insurance excesses included in annual bills, fees, maintenance or service charges.</p> <p>Any loss or damage where the cause of such loss or damage is not covered under the property damage insurance for the Apartment Block (other than as a result of the application of an excess)</p> <p>Amounts in respect of loss or damage insured under Section A of this policy</p>

Settling Claims – Buildings Excess Cover

To claim under this section **you** must submit a claim under the property damage insurance for the **Apartment Block** and demonstrate that a real financial loss has been incurred and the extent of that loss.

Will require confirmation from a suitably authorised person of the amount of the excess on the property damage insurance for the **Apartment Block** and confirmation that but for the application of said excess the loss would have been covered.

We reserve the right to take the benefit of **your** rights against another person or party before or after **we** have paid a claim.

Policy Conditions

These conditions apply to all Sections of this Policy.

In the following conditions **you** also includes any other person insured under the Policy.

1. Protection of Property and Prevention of Accident

You will take all reasonable steps to protect the **property** and prevent accidents or legal disputes.

2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim"), **we** shall be entitled to:

(a) refuse to pay the claim; and

(b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **we** need not return any of the premiums paid under the Policy.

3. Cancellation

(a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.

(b) **You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance less any applicable administration charge. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance. No administration charge will be applied if you give notice in writing of your intention to cancel the Policy within 14 working days from the date the Policy is concluded (the "Cooling-Off Period"). If you cancel the Policy during the first period of insurance, outside of the Cooling-Off Period, we will deduct an administration charge from any return premium

4. Arbitration

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 I at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

5. Liability Following Death

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

6. Change in Circumstances

You must tell **us** immediately of any changes to:

- Change of name, address or occupation
- Change to the use or occupancy of the insured premises
- Changes or additions to the structure of the insured property (e.g. the use of any non-standard building materials or deterioration of the condition of the property) or any plans to make changes to the insured property
- Any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by **you**
- If there are any criminal offences that **you** or others residing with **you** have been cautioned for, convicted of, or charged but not yet tried for
- Any changes to:
 - the information provided and recorded in any Statement of Fact issued to **you**; and/or
 - the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**; and/or
 - the declarations made by or on behalf of **you**; and/or
 - any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

We may refuse a claim made by **you** where there has been a change in the subject matter of the Policy which results in a new risk which **we** did not agree to cover and which was beyond the reasonable contemplation of **us** and **you** when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future

7. Claims

Upon learning of any circumstances which may give rise to a claim **you** must:

- tell **us** as soon as reasonably possible but immediately if there is riot damage,
- give **us** all the help and information that **we** may reasonably require,
- immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to **us** any writ or summons or other communication **you** receive,
- give full details within 30 days of the incident together with any supporting evidence that **we** require.

8. Salvage

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

9. Abandonment of Property

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

10. Negotiation or Settlement of Claims

You must not admit, deny, negotiate or settle a claim or dispute without our written consent.

11. Subrogation

Subject to Condition 21 below, **we**

- take the benefit of your rights against another person before or after **we** have paid a claim,
- take over the defence or settlement of a claim against **you** by another person.

12. Other Insurances

If at the time of a claim there is any other policy covering anything insured by this Policy **we** will be liable only for our proportionate share.

13. Excess

Where any single event, being a single incident or transaction, or a series of incidents or transactions linked by cause or time results in a claim under more than one section of the Policy, the highest **excess** only will apply.

14. Insurance Act 1936

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

15. Instalment Defaults

Where we have agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

16. Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the Stamp Duties Consolidation Act 1999.

17. Premium Alterations

If an alteration to the policy results in an additional premium due to the Insurer or a refund premium due to the Insured, **we** will only charge or refund such premiums provided the amount involved is greater than or equal to €20.

18. Inflation Protection

We will from time to time adjust the sums insured in line with changes to relevant indices and claims inflation. Any proposed changes to your sums insured will be applied monthly and updated annually at renewal when the revised sums insured will be clearly noted on your renewal notice. **You** should regularly review your sums Insured to satisfy yourself that they meet your requirements. **We** reserve the right to insist on a reasonable minimum sum Insured. **We** will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sums insured.

19.

(1) Pre-contractual Representations

You acknowledge and accept the following:

- you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.
- a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

- The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;
 - if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.
- Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
- give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or terminate the Policy by giving reasonable notice. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on your behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

20. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- you** breach any such term; and
- during the period of breach **you** suffer a relevant loss; and
- such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, **we** will have no liability for the loss.

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

21. Subrogation Limits

For the purposes of this condition only, the expression "insured person" shall mean **you** and any other person entitled to be indemnified under this Policy.

This clause applies where **we** have the right to be subrogated to the insured person's rights against some other person but the insured person has not exercised those rights and might reasonably be expected not to exercise those rights because the insured person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the insured person, **we** do not have the right to be subrogated to the insured person's rights against that other person. Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise our right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

22. Let Properties

If the property is let, there must be a tenancy agreement in place between **you** and the tenant directly for a minimum tenancy term of 12 months.

Policy Exceptions

These exceptions apply to all Sections of this Policy

The Policy does not cover:

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup,
2. loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
3. any expense, consequential loss, legal liability or loss of or damage to any **property** directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. consequential loss of any kind or description incurred by **you**,
5. the cost of maintenance or normal redecoration,
6. loss or damage caused by wear and tear or gradual deterioration,
7. any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
8. Any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of **fungi**, wet or dry rot or bacteria.
9. Terrorism Exclusion Endorsement

The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

10. Any loss or damage caused by faulty materials, faulty design or faulty workmanship.
11. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:
 - the loss of, alteration of or damage to or;
 - a reduction in the functionality, availability of or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.
12. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

Complaints Procedure

Our aim is to provide you, our customer, with first class service at all times. If you are unhappy with our service for any reason, or have any cause for complaint, you should first contact your intermediary at the contact details shown on your schedule. If the complaint is not resolved to your satisfaction you may contact:

The Complaints Officer, Arachas Insurance, 3rd Flood Construction House, Canal Road, Dublin 6.

If the complaint is still not resolved to your satisfaction you should contact:

Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, Telephone (01) 6670666, or by email to customer@zurich.ie.

In the event of the issue not being resolved you may contact:

(i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fsp.ie. Website: www.fspo.ie.

(ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.

(iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

Right of Withdrawal

As a consumer you have the right to withdraw from this policy within 14 working days of the latest of the date of inception of cover, or the date on which you receive your Policy Schedule, without penalty and without any reason being required. The right of withdrawal may be exercised by notice in writing to Capital Insurance Markets, quoting your policy number. Should the right be exercised, we will charge a pro-rata premium for the period you are on cover.

Data Protection

Zurich Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation. For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of **our** business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of **your** personal data. Further information can be obtained in **our** Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer **your** trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.

• **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to **your** claim including social welfare information. The above list covers the main data types collected by Zurich. For further information please see **our** Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer **our** relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil **our** contract with **you**/comply with **our** legal obligations.

Note: If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of **our** Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through **your** employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil **our** contract with **you** and comply with **our** legal obligations. In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:
- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check **your** details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as Insurancelink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
 - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
 - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
 - the Companies Registration Office

The above list is not intended to be exhaustive (please see **our** Privacy Policy for more information). In addition, we may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect **our** legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share **your** Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in **our** legitimate business interests and where such interests are not overridden by **your** interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.
- In order to comply with **our** legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of **our** or **our** Group's business (or any part of it). For further information regarding the third parties that **we** may share Data with, please see **our** Privacy Policy at www.zurich.ie/privacy-policy. In addition, information about claims (whether by **our** customers or third-parties) is collected by **us** when a claim is made under a policy and placed on Insurancelink. This information may be shared with other insurance companies, self-insurers or statutory authorities. The purpose of Insurancelink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and **your** previous claims is held on Insurancelink. If **you** wish to exercise this right then please contact **us** at the address below. Finally, where **you** have consented to **our** doing so, **we** may share information that **you** provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to **you**.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. **your** policy of insurance);
2. Based on **your** explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put **your** point of view and circumstances forward.

Data subject rights

You have the following rights in relation to **your** Data which is held by **us**:

1. To ask for details of **your** Data held by **us**.
2. To ask for a copy of **your** Data.
3. To have any inaccurate or misleading Data rectified.
4. To have **your** Data erased.
5. To restrict the processing of **your** Data in certain circumstances.
6. To object to the processing of **your** Data.
7. To transfer **your** Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of **your** Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of **your** rights in this regard a request must be submitted in writing to **our** Data Protection Officer (see contact details below). In order to protect **your** privacy, **you** may be asked to provide suitable proof of identification before **we** can process **your** request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information **you** need to understand how **your** Data is used by **us** and should be reviewed in conjunction with **our** Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If **you** have any questions about **your** Data, **you** can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- dataprotectionofficer@zurich.ie
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**
- **Data Protection Officer, Arachas Insurance, 3rd Flood Construction House, Canal Road, Dublin 6.**

Zurich Insurance plc is regulated by the Central Bank of Ireland

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