



## HOMESHIELD RENTAL PROPERTY POLICY (Underwritten by Zurich Insurance plc)

### The Contract of Insurance

This Policy which has been arranged by Cover Centre Insurance Ltd is a contract between **you** and **us**.

Your Rental Property Insurance contract consists of two documents:

- The policy document which details the extent of cover applying for each of the sections as well as the policy conditions and exceptions and
- The schedule which includes details of the risk address, operative sections and clauses, cover level applying, the sums insured and the period of insurance.

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. Please read these documents carefully. If they do not meet your requirements or if **you** have any queries regarding the cover or terms and conditions, please contact your Insurance Intermediary.

**We** will insure **you** under those sections and for the items shown in the schedule as operative during any period of insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

The Policy, schedule and any endorsements should be read as if they are one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The Statement of Facts is a record of the information provided by **you** to your Insurance Intermediary and is the factual basis of the contract.

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

Conor Brennan, Chief Executive Officer Ireland

### 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.

**Buildings** - The **home**, landlord's fixtures and fittings on or in the **home**, walls, gates, fences, hedges terraces, patios, drives, paths, tennis hard courts and swimming pools, all at the situation of the **premises** shown in the schedule.

**Contents** - Household goods and furniture used for the provision of rented accommodation or in connection with the maintenance of the **premises** radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **home**, all belonging to or the legal responsibility of **you** and contained in the **buildings**. The maximum cover in respect of any one item is 5% 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 domestic outbuildings is €3,000 in any one period of insurance.

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

- **Valuable property**
- Motor vehicles (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- 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 private dwelling, garage and outbuildings used as rented residential accommodation only, all at the situation of the **premises** 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 three types of **excess** namely a Policy **Excess**, a Water Damage **Excess** and a Subsidence **Excess** and these are clearly shown on the schedule. The applicable **excess** for each cover is stated in the Policy.

**Premises** - The Insured Property shown on the schedule comprising of the **buildings** and the land within the boundaries belonging to them not exceeding two acres in area.

**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 – Buildings and 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 **buildings** and **contents** are insured for the amounts shown in the schedule against loss or damage caused by the events in paragraphs 1 – 11 and paragraph 12 if the cover is shown as included on the schedule.

WHAT IS INSURED	WHAT IS NOT INSURED
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> <li>• agricultural or industrial operations, any gradually operating cause, or smog.</li> </ul>
2. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> <li>• caused by frost, <b>subsidence</b>, <b>ground heave</b> or landslip,</li> <li>• to gates, fences or hedges,</li> <li>• due to wear and tear or gradual deterioration.</li> <li>• to roofs constructed with torch-on, mineral or other felt exceeding 10 years of age,</li> </ul> <p><b>We</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>buildings</b>.</p>
3. <b>Subsidence</b> or <b>ground heave</b> of the site on which the <b>buildings</b> stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or Damage: <ul style="list-style-type: none"> <li>• caused by <b>settlement</b> 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,</li> <li>• caused by building on made-up ground or filled-in land, or caused by tunnelling work</li> <li>• to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts or swimming pools unless liability is admitted under the policy for loss or damage to the <b>home</b> from the same cause occurring at the same time,</li> <li>• to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause,</li> <li>• to <b>contents</b> unless the <b>home</b> is damaged at the same time by the same cause</li> <li>• associated with such causes arising prior to inception of this policy.</li> </ul> <p>Loss or damage if any part of the <b>buildings</b> suffered previous loss or damage by <b>subsidence</b>, <b>ground heave</b> or landslip unless same has been disclosed to and accepted by <b>us</b>.</p> <p>The <b>Subsidence Excess</b> shown on the schedule applies to this cover.</p>
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> <li>• unless entry to or exit from the <b>home</b> is made using violence and force</li> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days,</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> </ul>
5. Riot, civil, labour or political disturbance.	
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> <li>• by someone lawfully on the <b>premises</b>,</li> <li>• after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> </ul>
7. Escape of water from or the bursting of any fixed domestic water or heating installation. <b>We</b> 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"> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> <li>• to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration.</li> <li>• 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.</li> </ul> <p>Loss or damage from <b>subsidence</b>, <b>ground heave</b> or landslip that results from escape of water</p> <p>The Water Damage <b>Excess</b> 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"> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> <li>• to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration.</li> </ul>
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.

WHAT IS INSURED	WHAT IS NOT INSURED
<p>10. Falling trees or branches.</p> <p>11. Falling aerials, aerial fittings or masts</p>	<ul style="list-style-type: none"> <li>Loss or damage to gates, fences or hedges.</li> <li>Damage caused by felling or lopping of trees.</li> <li><b>We</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>buildings</b>.</li> </ul>
<p>12. Accidental Damage. <b>(but only if this cover is shown as Included on the Schedule)</b></p> <p>The <b>buildings</b> are insured against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p> <p>The <b>contents</b> are insured while in the <b>home</b> against any accidental damage in addition to the events under paragraphs 1 to 11 of this section.</p>	<p><b>Contents</b> lost in the <b>home</b>.</p> <p>Unexplained damage</p> <p>Damage to clothing (including furs), hearing aids, contact lenses, <b>money</b>, 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"> <li>wear and tear or gradual deterioration, gradually operating causes,</li> <li>misuse or breakdown</li> <li>insects, parasites or vermin,</li> <li>corrosion, fungus, mildew or rot,</li> <li>atmospheric or climatic conditions, frost or the action of light,</li> <li>alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown,</li> <li>chewing, scratching, tearing or fouling by domestic pets belonging to <b>you</b></li> <li>computer viruses,</li> <li>any process of cleaning, drying, dyeing, heating or washing,</li> <li>faulty design or workmanship or the use of faulty materials,</li> <li>demolition, structural alteration or structural repair of the <b>buildings</b>.</li> </ul> <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 <b>buildings</b> or <b>contents</b> in circumstances which have given rise to a valid claim under this policy.</p> <p>The most <b>we</b> will pay is €1,500.</p>	
<p>14. Loss of Rent</p> <p>Provided the <b>home</b> is <b>tenanted</b> at the time of a loss, we will pay for loss of rent <b>you</b> should have received but were unable to collect while the <b>home</b> 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 15% of the Buildings Sum Insured or the equivalent of 12 months' rent, whichever is the lesser.</p> <p>If the <b>home</b> is <b>untenanted</b> 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 <b>home</b>.</p>	<p>Any rent owed by <b>tenants</b> to <b>you</b> 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 <b>buildings</b> used for anything other than as domestic accommodation</p> <p>Any loss of rent after the <b>home</b> is fit to be let.</p> <p>The returning of any deposits to <b>tenants</b></p>
<b>PROVIDED BUILDINGS ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 15 - 19 ALSO APPLY</b>	
<p>15. Breakage of fixed glass and sanitary ware</p> <p>Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the <b>home</b>.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days.</li> <li>while the <b>home</b> is <b>unfurnished</b>.</li> <li>by vandals or malicious people lawfully on the <b>premises</b>.</li> </ul>
<p>16. Service pipes and cables.</p> <p>Accidental damage to cables, underground pipes or underground tanks servicing the <b>home</b>.</p> <p>The most <b>we</b> will pay is €1,000</p>	<ul style="list-style-type: none"> <li>Loss or damage due to wear and tear, rust or gradual deterioration.</li> </ul> <p>Loss or damage to <b>buildings</b> or <b>contents</b>.</p>
<p>17. Blockage of sewer pipes.</p> <p>The cost of breaking into and repairing the pipe between the main sewer and the <b>home</b> following the blockage of the pipe.</p> <p>The most <b>we</b> will pay is €1,000</p>	

WHAT IS INSURED	WHAT IS NOT INSURED
<p><b>18. Liability to the public as owner of the premises.</b></p> <p>Any amounts which <b>you</b>, as owner of the <b>premises</b>, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes <b>bodily injury</b> to a person or accidental loss of or damage to property.</p> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by <b>us</b> in writing).</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>you</b> would not otherwise have been under,</li> <li>• the occupation of the <b>premises</b>,</li> <li>• any business, profession or trade.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a person under a contract of service or apprenticeship with <b>you</b></li> <li>• loss of or damage to property owned or held in trust by <b>you</b> or in your custody or control</li> </ul>
<p><b>19. Trace and Access.</b></p> <p><b>We</b> will pay up to €1,000 to remove or replace any part of the <b>buildings</b> 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"> <li>• to the item from which the escape occurred.</li> <li>• caused after the <b>home</b> is left <b>unoccupied</b> for more than 30 consecutive days</li> <li>• while the <b>home</b> is <b>unfurnished</b>.</li> </ul>
<p><i>PROVIDED CONTENTS ARE SHOWN AS INSURED ON THE SCHEDULE PARAGRAPHS 20 - 21 ALSO APPLY</i></p>	
<p><b>20. Liability to domestic employees.</b></p> <p>Any amounts which <b>you</b> become legally liable to pay as damages for <b>bodily injury</b> to your domestic employees (including temporary and occasional employees or any person carrying out repairs or decorations) directly employed by <b>you</b> in connection with your <b>premises</b>.</p> <p>The most <b>we</b> will pay for any one claim or number of claims arising from one cause is €3,000,000. (This includes all costs agreed by <b>us</b> in writing).</p> <p>Where <b>we</b> 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.</p>	<p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person employed by <b>you</b> for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act</li> </ul>
<p><b>21. Tenant's liability.</b></p> <p>Your legal liability as tenant for loss or damage to the <b>buildings</b> caused by an event in paragraphs 1 to 12 of this section.</p> <p>The most <b>we</b> will pay is 10% of the <b>contents</b> sum insured.</p>	<p>Any loss or damage or amount shown as not insured under paragraphs 1 to 14 of this Section</p>

Special Conditions for Untenanted Properties
<p>Immediately the <b>home</b> is <b>untenanted</b>:</p> <ul style="list-style-type: none"> <li>• the water must be turned off at the mains (or from its supply if not on mains) and the water system and tank (but not heating system) must be drained</li> <li>• a responsible person must be appointed to supervise and inspect the <b>home</b> at least once a week. These inspections must check for damage or faults and make sure that: <ul style="list-style-type: none"> <li>◦ all outside doors are securely locked</li> <li>◦ all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay</li> </ul> </li> </ul> <p>Any damage or faults discovered during an inspection must be repaired and/or remedied without delay.</p> <p>While the <b>home</b> remains <b>untenanted</b></p> <ul style="list-style-type: none"> <li>• loss or damage caused by the events in the paragraphs <b>4, 6, 7</b> and <b>8</b> of this policy is not insured and</li> <li>• the Policy <b>Excess</b> is increased by €250.</li> </ul>

## Settling claims

### Retention

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. In the event of a property claim, where we elect to settle a claim on a cash basis, we may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work.

You must keep your receipts for any repair/ reinstatement work as you will need to validate these costs. The balance, otherwise known as a 'retention amount', will be given to you on receipt of the appropriate documentation that validates the costs incurred by you for the repair/ reinstatement work.

### Buildings and Contents

#### Average Clause

If at the time of a loss or damage the **buildings** sum insured is less than the full rebuilding cost of the **buildings** as defined or if 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 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.

**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.

## Buildings

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at our option **we** will arrange for the work to be carried out. However, **we** will deduct an amount for wear and tear if:

- at the time of the loss or damage the sum insured is less than the full cost of rebuilding the **buildings** as new,
- the **buildings** are in a poor state of repair or decoration.

If repair or reinstatement is not carried out **we** will pay the reduction in market value resulting from the loss or damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 12 and 'Additional costs' below is the **buildings** sum insured.

### Additional costs

**We** will pay the necessary and reasonable expenses that **you** incur in reinstating the **buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the **home** safe,
- the cost of complying with any government or local authority requirement following loss or damage unless **you** were given notice of the requirement before the loss or damage.

**We** will not pay:

- fees for preparing a claim under this section,
- costs in respect of undamaged parts of the **buildings** (except the foundations of the damaged parts).

### Mortgagees clause

The interest of the mortgagee shall not be prejudiced by any act or neglect by **you**, or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

### More than one home

When more than one **home** is insured the terms and conditions of the policy shall apply as if each is separately insured.

### Selling your home

If **you** are selling your **home** **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

## Contents

**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 at the time of the loss or damage the sum insured does not represent the full cost of replacement of the **contents** as new after allowing for deterioration of clothing, linen and furs and floor coverings over 5 years old.

The most **we** will pay under paragraphs 1 to 12 is the **contents** sum insured but see the limitations in the Meaning of Words with regard to satellite dishes, receivers and ancillary equipment.

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## Policy Conditions

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

1. **You** will take all reasonable steps to protect the **property** and prevent accidents.
2. If **you** or anyone acting for **you** makes a claim under the Policy knowing the claim to be false, **we** will not pay the claim and all cover under the Policy ceases.
3. (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.
4. If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.
5. 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. **You** must tell **us** of any change of circumstances after the start of the insurance which increases the risk of loss, injury or damage. **You** will not be insured under the Policy until **we** have agreed in writing to accept the increased risk.
7. Upon learning of any circumstances likely to 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. **We** have the right to the salvage of any insured **property**.
9. **You** may not, without our consent, abandon any **property** to **us**.
10. **You** must not admit, deny, negotiate or settle a claim without our written consent.
11. **We** are entitled to:
  - 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. 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. Where any single event results in a claim under more than one section of the Policy, the highest **excess** only will apply.
14. 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. Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.

## Policy Conditions cont.

16. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
17. 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 rebuilding costs, 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 sum insured

## Policy Exceptions

### These apply to all sections and clauses

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**.

## Customer Service and 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, Cover Centre insurance Ltd., 5 Harbourmaster Place, IFSC, Dublin

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

Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01)

6670666. In the event of the issue not being resolved you may contact:

- Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77.
- Insurance Ireland, 39 Molesworth Street, Dublin 2. 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 days of the latest of the date of inception of cover, or the date which you receive your Policy Schedule, without penalty and without any reason. The right of withdrawal may be exercised by notice in writing to CoverCentre, quoting your policy number.

## Data Protection

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, Zurich Insurance plc ('Zurich' 'we', 'our', 'us') and Cover Centre Insurance Limited ('CoverCentre') 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](http://www.zurich.ie/privacy-policy) and CoverCentre's Privacy Policy which is available at [www.covercentre.com](http://www.covercentre.com)

CoverCentre is an underwriting agency, regulated by the Central Bank of Ireland, which administers and distributes commercial and personal insurance products via a network of brokers. Zurich is the insurer for this product and CoverCentre has been granted authority by us to bind cover on our behalf and service your policy.

Zurich and CoverCentre are the data controllers for this contract under data protection legislation.

For the purpose of this notice, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## The Data Zurich and/or CoverCentre collect

Where appropriate, we and/or CoverCentre 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, nationality, 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. Zurich and CoverCentre 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 and/or CoverCentre. Full details are available in our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and CoverCentre's Privacy Policy which is available at [www.covercentre.com](http://www.covercentre.com)

Zurich and CoverCentre require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, bind cover, 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 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 CoverCentre's 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

Zurich and CoverCentre may collect Data from third parties if you engage with us or CoverCentre through a third party e.g. through a broker or, in the case of a group scheme, through your employer. We and CoverCentre 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 Zurich and CoverCentre do with your Data

We and CoverCentre 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, 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 legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, we and CoverCentre may at any time:

- Share information about you with other companies in the Zurich Insurance Group ('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](http://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 as well as CoverCentre's Privacy Policy for more information).

In addition, Zurich and CoverCentre 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 and CoverCentre's legitimate business interests and/or the legitimate interests of others.

### Sharing of Data

Zurich and CoverCentre may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we and/or CoverCentre work/engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, software providers, private investigators, third-party claim administrators and outsourced service providers) to assist us and CoverCentre in carrying out business activities which are in our and CoverCentre's 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 and CoverCentre's 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 [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and CoverCentre's Privacy Policy which is available at [www.covercentre.com](http://www.covercentre.com)

In addition, information about claims (whether by 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 and CoverCentre may share information that you provide to companies within the Group and with other companies that we and/or CoverCentre establish commercial links with so we, CoverCentre 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 and/or CoverCentre believe will be of interest to you.

### Data Retention

The time periods for which Zurich and CoverCentre retain your Data depend on the purposes for which we and CoverCentre use it. We and CoverCentre will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and CoverCentre's Data Retention Policy which is available at [www.covercentre.com](http://www.covercentre.com)

### Data subject rights

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

1. To ask for details of your Data held.
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.

If you wish to avail of these rights, a request must be submitted in writing to our or CoverCentre's Data Protection Officer, as appropriate (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before your request can be processed

### Privacy Policy

Please note that this Notice is not a standalone document and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and CoverCentre's privacy policy which is available at [www.covercentre.com](http://www.covercentre.com)

If you have any questions about your Data, you can contact us or CoverCentre using the contact details below.

<u>Zurich Insurance plc</u>	<u>Cover Centre Insurance Limited</u>
<ul style="list-style-type: none"><li>• Customer Services on 053 915 7775</li><li>• Email us at <a href="mailto:dataprotectionofficer@zurich.ie">dataprotectionofficer@zurich.ie</a></li><li>• Data Protection Officer, Zurich Insurance plc, Zurich Insurance, PO Box 78, Wexford, Ireland.</li></ul>	<ul style="list-style-type: none"><li>• Customer Services on 01 7919924</li><li>• Email at <a href="mailto:dataprotectionofficer@covercentre.com">dataprotectionofficer@covercentre.com</a></li><li>• Data Protection Officer, Cover Centre Insurance Ltd, 5 Harbourmaster Place, IFSC, Dublin 1</li></ul>

**Zurich Insurance plc is regulated by the Central Bank of Ireland**

**Cover Centre Insurance Ltd t/a CoverCentre is regulated by the Central Bank of Ireland**

CCR/0418