

Unoccupied Home Insurance

Finsure

Arranged exclusively by **Finsure** with certain underwriters at Lloyd's

Effected through

O'Brien Finlay Insurance Associates Limited
Bridge House
Baggot Street Bridge
Dublin 4

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

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

The insurance relates only to those Sections of the certificate which are shown in the **schedule** as being included.

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

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

Signed by



For and on behalf of Underwriters

Introduction

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Lloyd's Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully.

It is arranged in different Sections. It is important that;

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

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

Definitions

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

Bodily injury

Bodily injury includes death or disease.

Buildings

- The **home** and its decorations;
- Fixtures and fittings attached to the **home**;
- Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and fixed fuel tanks;

You own or for which **you** are legally responsible within the **premises** named in the **schedule**.

Contents

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents does not include:

- Motor vehicles (other than garden machinery) caravans trailers or watercraft or their accessories;
- Any living creature;
- Any part of the **buildings**;
- Any property held or used for business purposes;
- Any property in the open.

Endorsement

A change in the terms and conditions of this insurance.

Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Premises

The address which is named in the **schedule**.

Schedule

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the Sections of this insurance which apply.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, metal or concrete including flat roofs where the total flat roof area does not exceed 25% of the total roof area.

We/us/our

The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.

You/your/insured

The person or persons named in the **schedule**.

Your broker

The insurance broker who placed this insurance on **your** behalf.

General conditions applicable to the whole of this insurance

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings** that;
 - Change the use of the **buildings** in any way;
 - Involves the external surfaces of the **buildings** being affected/changed;

When **we** receive this notice **we** have the option to change the conditions of this insurance.

3. **You** must ensure that a responsible person is appointed to supervise and check the property internally and externally at least once a week and any mail, newspapers or flyers are removed from the **home**.
4. **You** must ensure the **home** and gardens of the **home** are maintained in good condition.
5. It is **your** duty to ensure that all protections provided for the security of the **home** are maintained in good working order and are in full and effective operation at all times.
6. **You** must ensure all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating or alarm systems.

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

Cancellation clause

1. Cooling-off period — Right to withdraw.

You are entitled to cancel this insurance by writing to Finsure within 14 days of the start of the **period of insurance** without giving a reason. Providing **you** have not made any claims **we** will allow a proportionate return of premium for any unexpired **period of insurance** for which **you** have paid.

2. **We** may cancel this insurance by sending 15 days written notice by recorded delivery to **you** at **your** last known address and making a proportionate return of premium for any unexpired **period of insurance** for which **you** have paid.
3. **You** may cancel this insurance at any time by writing to Finsure at the address stated. Provided that no incident giving rise to a claim has occurred in the current **period of insurance**, **you** will be entitled to a proportionate return of the premium for the unexpired **period of insurance**. If **you** cancel during the first year (outside of the cooling-off period) any return of premium will be at **our** discretion. No return of premium will be allowed if a claim has occurred during the **period of insurance**.
4. Notwithstanding your right to withdraw, as stated in 1. above, in the event of the premium due for this insurance not being paid within 15 days, this insurance shall automatically be null and void.

General exclusions applicable to the whole of this insurance

A. Radioactive contamination and nuclear assemblies exclusion

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to by or arising from;

- (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B. War exclusion

Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C. Existing and deliberate damage

We will not pay for loss or damage:

- Occurring before cover starts or arising from an event before cover starts;
- Caused deliberately by **you** or any member of **your home**;

D. Electronic data exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to by or arising from;

- (i) Computer viruses, erasure or corruption of electronic data;
- (ii) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

E. Biological and chemical contamination exclusion

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person.

Directly or indirectly caused by or contributed to by or arising from;

- (i) Biological or chemical contamination due to or arising from terrorism and/or;
- (ii) Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- (i) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) Putting the public or any Section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

F. Excess

We will not pay for the first amount of each and every claim for Section 1 (Buildings) and Section 2 (Contents) — the amount of excess as stated in **your schedule**.

G. Wear and Tear

We will not pay for loss or damage as a result of wear, tear, gradual deterioration or a lack of maintenance.

H. Indirect loss or damage

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

I. Contractors Clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors including any loss, damage or liability as a result of **you** acting in the capacity of a professional tradesperson for works undertaken at the property. Nor does it cover any loss, damage or liability arising out of the use of heat by any person.

General exclusions applicable to the whole of this insurance

Your duties

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

1. **You** must notify **your broker** as soon as reasonably possible giving full details of what has happened within 7 days;
2. **You** must provide **your broker** with written details of what has happened within 30 days and provide any other information we may reasonably require;
3. **You** must immediately forward to **your broker** within 7 days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive;
4. **You** must inform the Gardai/Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, burglary, theft, attempted theft or lost property;
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission;
6. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim;
7. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them or **you** have been advised by **us** to dispose of them;
8. **You** must take all reasonable care to limit any loss, damage or injury.

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

How we deal with your claim

1. Defence of claims

We may:

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

2. Other insurance

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

3. Fraudulent claims

You must not act in a fraudulent manner.

If **you** or anyone acting with **you**:

- Makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or;
- Makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or;
- Makes a claim in respect of any loss or damage caused by **your** wilful act or connivance.

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the insurance;
- **We** may at our option declare the insurance void;
- **We** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date;
- **We** shall not return any premium;
- **We** may inform the Gardai/Police of the circumstances.

SECTION 1: Buildings

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage directly caused by:</p> <ol style="list-style-type: none">1. Fire, lightning, explosion or earthquake.2. Aircraft and other flying devices or items dropped from them.	

This section of the insurance also covers:

Fire Brigade charges. **We** will pay charges levied by a local authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing a fire affecting the property named in the **schedule** in circumstances which have given rise to a valid claim under this insurance.

We will not pay more than €2,000 in total during the **period of insurance**.

Conditions that apply to Section 1 — **Buildings only**.

Settling claims

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

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

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

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

1. **We** will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

SECTION 1: Contents

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage directly caused by:</p> <ol style="list-style-type: none">1. Fire, lightning, explosion or earthquake.2. Aircraft and other flying devices or items dropped from them.	

Conditions that apply to Section 2 — **Contents only.**

Settling claims

1. If **you** claim for loss or damage to the contents **we** will at our option repair, replace or pay for any article covered under Section 2.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new and;
- **You** have paid and **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes;
 - Pedal cycles;
- Where **we** will take off an amount for wear and tear and depreciation.

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

Your sum insured

1. **We** will not reduce the sum insured under Section 1 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of rebuilding the contents at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the contents, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

SECTION 3: Legal Liability to the Public

Only operative if Section one — Buildings is in force.

What is covered	What is not covered
<p>We will indemnify you:</p> <p>(i) As owner for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none">• Bodily injury;• Damage to property. <p>Caused by an accident happening at the premises during the period of insurance.</p>	<p>We will not indemnify you for any liability:</p> <p>A. For bodily injury to:</p> <ul style="list-style-type: none">• You or your family;• Any person who at the time of sustaining such injury is engaged in your service; <p>B. For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>C. For damage to property owned by or in the charge of:</p> <ul style="list-style-type: none">• You or your family;• Any person engaged in your service; <p>D. In respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none">• Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and• Reported to us not later than 60 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident; <p>E. Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises;</p> <p>F. If you are entitled to indemnity under any other insurance until such insurance(s) is exhausted.</p> <p>G. Arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>H. Which you have assumed under contract and which would not otherwise have attached;</p> <p>I. Arising out of your ownership, possession or use of;</p> <p>(i) Any motorised or horsedrawn vehicle other than domestic gardening equipment used within the premises;</p> <p>(ii) Any power-operated lift.</p>

Limit of insurance

We will not pay:

- In respect of pollution and/or contamination: more than €3,000,000 in all.
- In respect of other liability covered under Section three: more than €3,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

Endorsements

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

1. Storm inclusion clause (Buildings)

This insurance is extended to cover the **buildings** for loss or damage directly caused by storm. **We** will not pay for:

- A. Loss or damage caused by subsidence, landslip or heave;
- B. Loss or damage to domestic fixed-fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences;
- C. Loss or damage caused by ingress of water due to wear, tear or deterioration.

2. Storm inclusion clause (Contents)

This insurance is extended to cover the **contents** for loss or damage directly caused by storm. **We** will not pay for:

- A. Loss or damage caused by subsidence, landslip or heave;
- B. Loss or damage to the **contents** of domestic outbuildings and garages not of **standard construction**.

3. Non-standard construction clause

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

Memoranda

Insurance Act, 1936, All monies which become or may become due and payable by the Underwriters under this insurance shall be payable and paid in the Republic of Ireland.

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

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

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

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

T: +353 1 631 3600

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

The Insurance Information Service of the Irish Insurance Federation
39 Molesworth Street
Dublin 2

T: +353 1 676 1820

Financial Services Ombudsman Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2

T: +353 1 662 0899

Financial Services Regulator
PO Box 9138
College Green
Dublin 2

T: 1890 777 777

The Insurance Cover to which this document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

O'Brien Finlay Insurance Associates Ltd
Bridge House
Baggot Street Bridge
Dublin 4

T: +353 1 660 1033

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

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

- (i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon their General Representative at the address stated above.

Claims service

In the first instance, **you** should contact OSG who will provide a claim form for completion and advise **you** how to proceed. OSG are authorised to deal with claims on behalf of Finsure. Their contact details are as follows:

OSG Outsource Services Group Ltd
Merrion Hall
Strand Road
Sandymount
Dublin 4

T: +353 1 261 1529
E: info@osg.ie

FINSURE
BRIDGE HOUSE
BAGGOT STREET BRIDGE
DUBLIN 4 IRELAND

T +353 1 660 1033
F +353 1 668 7985
E info@finsure.ie
W www.finsure.ie