

# Owner Occupier Policy Certificate

# Lloyd's Insurance

Effected through [getcover.ie](https://www.getcover.ie)

**This is to Certify** that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

**In Witness** whereof this Certificate has been signed at the place stated and on the date specified in the Schedule.

# Getcover owner occupier contents insurance certificate

## Index

Introduction . . . . . 4

Statement of Fact . . . . . 4

Complaints Procedure . . . . . 5

Binding Authorities . . . . . 5

Definitions . . . . . 5

  

Section 1: Contents . . . . . 6

  

Section 2: Money & Credit Card Cover . . . . . 8

  

Section 3: All Risks . . . . . 9

  

General Terms & Conditions . . . . . 9

  

General Exclusions . . . . . 10

  

Claims Handling Process . . . . . 11

**This document is valid for new policies purchased on or after the 7<sup>th</sup> April 2009 and for policies with a renewal date on or after the 1<sup>st</sup> May 2009.**

## INTRODUCTION

This is the Getcover owner occupier contents only insurance certificate. It outlines the general conditions of your cover and you should read it carefully with your insurance schedule which we have emailed to you separately.

This certificate, along with the information on risk you gave us on the Getcover website, the statement of fact, and the declaration and schedule, are evidence of the contract of insurance between you and us.

We will, depending on the certificate conditions, insure you under the sections shown in your schedule during any period of insurance for which you have paid.

## CANCELLATION

We hope you are happy with the cover this certificate provides. Please make sure that the certificate and schedule meet your home insurance needs. If the insurance cover does not meet your needs, please return it to us within 14 days of taking out the cover. We will return your premium less a charge for the period on cover.

We do not have to renew any insurance and may, at any time, cancel the cover by sending you 14 days' notice at your last known address.

As long as you pay the premium in full, you can cancel the cover by giving us notice in writing. You will be entitled to a refund of part of the premium for the period of insurance you have not yet used.

For certain underwriters  
at Lloyd's



Brian Pilkington  
Get Cover & Company

## STATEMENT OF FACT

By accepting this insurance you confirm that the facts shown below are true. These statements, and all the information that you, or anyone on your behalf, gave us before we agreed to insure you, form the basis on which cover is arranged.

If anything in these statements is not correct, we will be entitled to treat this insurance as if it had never existed.

You should keep this statement of fact for your records.

## FACTS

You must agree that the property and anyone insured under the certificate keep to the following conditions.

1. You must use the property as your main home.
2. At least 85% of the property must be of standard construction (in other words, built of brick, stone or concrete with a slate, tiled or metal decking roof).
3. The property must be in a good state of repair and be properly maintained and built after 1900.
4. The property must not be rented, let or sublet or used for business or commercial purposes other than as a home office.
5. The property must not have suffered damage by flood and not be in an area with a history of flooding or subsidence, heave or landslip.
6. The property must not be left empty for more than 30 days in a row in one year.
7. Neither you nor any person living with you have made more than 2 claims, totalling more than €5,000 under a household insurance cover within the last 3 years.
8. Neither you nor any person living with you must have ever been convicted of any offence other than minor driving offences.
9. Neither you nor any person living with you has ever been refused insurance or had any special conditions placed on you.
10. The property must be fitted with the following security devices.
  - All outside doors must be fitted with mortise deadlocks or deadlocking rim latches.
  - All sliding or patio doors must be fitted with appropriate security locks.
11. Whenever the property is left empty:
  - all doors and windows must be closed and fastened;
  - all door locks as shown above must be in fully working order; and
  - all keys must be removed from locks and kept in a secure place.

## BURGLAR ALARM CLAUSE

If you have taken advantage of the burglar alarm discount on the basis that your alarm meets EN50131/ IS199 standard, you must be able to provide the certification we need if you make a claim. The alarm must also be regularly serviced. Loss or damage by stealing is not included unless the alarm is set and working when your home is empty.

## ROOF MAINTENANCE WARRANTY (Flat Roof Warranty)

It is a condition precedent to liability in respect of damage by Storm or Flood that any flat felted roof portion of the property must be inspected at least once every two years by a qualified builder or property surveyor and any defect brought to light by that inspection shall be rectified immediately.

## COMPLAINTS PROCEDURE

We understand the importance of any feedback from our customers.

1. You should write down details of your complaint and the circumstances surrounding it and send it to:

The Operations Manager  
**Getcover & Company**  
Getcover House  
Unit 6, Leopardstown Office Park  
Sandyford, Dublin 18  
Republic of Ireland.

2. When we receive the written complaint, we will:
  - create a log noting the complaint;
  - investigate the circumstances;
  - contact you regularly throughout the procedure; and
  - work towards a fair solution as quickly and efficiently as possible.
3. If you are not satisfied with the way a complaint has been dealt with you may ask the Lloyd's Country Manager for Ireland to review your case without prejudice to your rights in law.

The address is:

Country Manager for Ireland  
**Lloyd's Ireland Representative Limited,**  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

4. If you are still not happy after receiving the Lloyd's Country Manager for Ireland's response, you may contact:

**Financial Services Ombudsman**  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2

Tel: (00 353) 1 662 0899

Following the above does not affect any of your legal rights.

## BINDING AUTHORITIES

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:

**Name:** **Getcover & Company Limited**

**Address:** Getcover House  
6 Leopardstown Office Park  
Sandyford Office Park  
Dublin 18

**Tel No:** 1850 851 297

who, in conjunction with the Lloyd's Underwriters' Country Manager for Ireland, has all the powers required of him under the Insurance Acts and Regulations \*.

Lloyd's Underwriters' Country Manager for Ireland's address is:

Country Manager for Ireland  
**Lloyd's Ireland Representative Limited,**  
70 Sir John Rogerson's Quay  
Dublin 2  
Ireland

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 sole General Representative at the address stated above.

\* Insurance Acts, 1909-2000 and regulations made thereunder.  
04/01  
LPO147D

## DEFINITIONS

Certain words have a specific meaning when they appear in the certificate and these words are defined below.

### We / us / our

Getcover & Company, on behalf of certain underwriters at Lloyds

### Buildings

Your private home which you live in, built of brick, stone or concrete, roofed with slates, tiles or other materials which will not catch fire easily. The home can be built of other materials but we will have to approve this. Buildings also includes domestic outbuildings, swimming pools and tennis courts, garages, greenhouses, fuel storage and septic tanks, landlords' fixtures and fittings and decorations inside, driveways, pavements, footpaths, patios, walls, gates, fences, aerials, masts, hedges, trees and lawns all at the address shown in the schedule.

### Contents

Household goods and personal belonging you own or for which you are legally responsible or belonging to members of your household while in the buildings.

We will cover money up to €500.

### Contents does not include:

- property more specifically insured;
- documents, deeds, bonds, securities, certificates, bills of exchange or promissory notes;
- animals, livestock, plants or trees;
- motor vehicles, caravans, mobile homes and trailers, marine craft or aircraft, or parts or accessories of any of them; or
- property used for business purposes other than home office equipment (in other words, personal computers, photocopiers, phone equipment, fax machines, filing cabinets and so on) up to €3,000.

### High Value Items

Jewellery, items of precious metal, pictures, watches, furs, works of art, television, video and audio equipment, homecomputer, photographic equipment, stamps or coins. We will cover any high-value item for up to 5% of the contents sum insured. The total of these items cannot be more than 50% of the contents sum insured.

### Money

Cash, bank drafts, banknotes, cheques, postal and money orders, current postage stamps, savings stamps and certificates, gift and book tokens, premium bonds and travel tickets.

### Unspecified personal possessions

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, valuables, luggage, clothing, sports equipment and any other items which you normally wear, use or carry which belong to you or for which you are legally responsible.

### Specified personal possessions

Specified items listed in the all risks specified items schedule.

### Home

Your private house, domestic outbuildings and garages at the address shown in your schedule.

### Household

You or any members of your family permanently living with you at your home.

### Period of insurance

The period from the start date to the renewal date in your schedule and any further period for which we have accepted a renewal premium.

### Unfurnished

When your home does not have enough furniture for you to live in normally.

### Excess

The amount you must pay yourself for any loss or damage.

## SECTION 1 - CONTENTS

We will provide cover by paying a claim or replacing or repairing loss or damage to the contents by any of the causes listed in the paragraphs below. The loss or damage must happen during any period of insurance, depending on the conditions and exclusions shown in the certificate.

### Your policy covers:

#### 1. Fire, explosion, lightning and earthquake

#### 2. Smoke

##### This does not include loss or damage

- by smog or from any agricultural or industrial operations, or by anything which happens gradually.

#### 3. Storm or flood

##### This does not include loss or damage:

- by frost;
- to property in the open; or
- caused by you or a member of your Household.

#### 4. Water or oil leaking from any washing machine or any other fixed domestic appliance.

##### This does not include loss or damage:

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished;
- to the system or appliance from which the water or oil has escaped;
- to the system or appliance due to wear, tear, loss in value or deterioration; or
- the first €175 of any claim;

#### 5. Stealing or attempted stealing

##### This does not include loss or damage:

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished;
- unless involving entry or exit by forceable or violent means;
- loss of money from out buildings or garages;
- stealing by you or a member of your family; or
- stealing when any part of the of the private house is lent, let or sub-let or accommodating paying guests unless involving entry or exit by forceable means.

**6. Any aircraft or flying object or anything falling from them or any rail or road vehicle or animal damaging contents**

**This does not include loss or damage:**

- caused by domestic animals; or
- unless the buildings have been damaged at the same time.

**7. Falling television or radio aerials, masts, satellite dishes and falling trees or branches.**

**This does not include loss or damage:**

- caused by tree felling or lopping branches.

**8. Riot, civil commotion, malicious damage, strikes, labour disturbances and vandalism.**

**This does not include loss or damage:**

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished; or
- caused by malicious damage or vandalism committed by any person legally on the premises or invited into the premises by a member of your household.

**9. Subsidence or heave of the site on which the buildings stand, or landslide.**

**This does not include loss or damage:**

- by new buildings bedding down;
- by filled-in land or newly made up ground settling or the coast or river bank wearing away;
- the first €250 of any claim;
- to floor slabs, unless the foundations beneath the walls are damaged at the same time;
- caused by demolition, structural repairs or alterations, using faulty materials, faulty workmanship or faulty design; or
- unless the buildings are damaged at the same time.

**10. Accidental damage**

**This cover does not apply unless specifically shown as “Yes” on the policy Schedule.**

**This does not include loss or damage:**

- caused by wear and tear or anything which happens gradually, corrosion, moth, insect, vermin, weather conditions, mildew, rot, any process of heating, dyeing or cleaning, faulty workmanship, faulty design, using faulty materials, mechanical or electrical faults or breakdown;
- caused by chewing, scratching, fouling or tearing by domestic animals;
- any loss or damage we exclude elsewhere in this section;
- to unspecified personal possessions;
- while your home or any part of it is lent to any person other than a member of your household or is let to tenants or is occupied by paying guests;
- to musical instruments used or held for business or professional purposes; or
- caused by animals owned or in the care custody or control of you or a member of your household.

**11. Breaking of glass**

We will pay for accidentally breaking fixed glass in doors, windows, plate glass tops, fixed glass in furniture, glass shelving, mirrors, ceramic hobs and accidentally breaking sanitary ware.

**This does not include loss or damage:**

- if the buildings have been empty for more than 30 days in a row;
- if the buildings are unfurnished;
- while your home or any part of it is lent to any person other than a member of your household or is let to tenants or is occupied by paying guests;
- to hand mirrors; or
- where other insurance applies

**12. Frozen food**

Loss or damage to the food in your fridge or domestic freezer caused by a rise or fall in temperature or contamination from leaking refrigerant or refrigerant fumes.

The most we will pay under this section is €450.

**This does not include loss or damage:**

- caused by the deliberate act of the power supply authority;
- caused by any deliberate act or neglect by you or any member of your household;
- caused by strike action or labour or political disturbances; or
- if the buildings have been empty for more than 30 days in a row.

**13. Personal liabilities**

We will pay any amounts you, or any member of your household, legally have to pay as occupier of the buildings (but not as owner) or as a private individual as a result of an accident which happens during the period of cover which causes bodily injury to any person or loss of or damage to property anywhere in the world.

The most we will pay under this section for all claims arising from one incident is €1,300,000.

**This does not include liability for:**

- death of or injury (including illness or disease) to any member of your household or to any person your household employs;
- loss of or damage to property belonging to you or any member of your household;
- any business or profession except for a home office;
- any obligation you have under a contract;
- you or your household owning or using any land or building other than your home;
- mechanically, or electrically-propelled vehicles (except mechanically-propelled lawnmowers used within the boundary of the buildings), horsedrawn vehicles, watercraft, aircraft, trailers, caravans or lifts;
- owning, possessing or using dangerous dogs as shown in regulations made under the Control of Dogs Act 1986 or amendments made to it, if this use or ownership is not in line with those regulations;
- any situations where you must have compulsory insurance under the Road Traffic Act 1961; or
- the passing on of Human Immuno deficiency Virus (HIV) or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused.

**14. Liability to domestic employees**

We will pay any amounts you, or any member of your household, legally have to pay as an employer for causing death, bodily injury or illness to any domestic employee while they are working for you during the period of cover.

The most we will pay under this section for all claims arising from one incident is €2,600,000. This includes all legal costs and expenses which you have to pay.

**This does not include liability for:**

- any action for damage brought in a court of Law outside the Republic of Ireland;
- any agreement unless liability would have otherwise applied;
- any wilful or malicious damage;
- work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto;
- accidents to independent consultants or contractors and/or their employees; or
- death, bodily injury or illness caused to tenants.

### 15. Alternative accommodation

If your home is made unsuitable by any cause insured under this section, we will pay for the reasonable extra cost of similar alternative accommodation for you and any member of your household. We will also pay any ground rent which you will continue to owe.

The most we will pay under this section is 10% of the contents sum insured.

### 16. Contents temporarily removed

We will pay for loss or damage by any cause insured under this section while the contents are temporarily in any building where you or a member of your household are living while in full-time education in the Republic of Ireland. This could be in a bank or safe deposit; an occupied private home; or any building where you work or live in the Republic of Ireland or somewhere else in the Republic of Ireland.

The most we will pay under this section is 10% of the contents sum insured.

**This does not include loss or damage:**

- that happens in any furniture store, sale room or exhibition;
- caused by theft, unless someone has used force and violence to get into or out of a building;
- while the contents are being moved or are with you;
- caused by vandalism or malicious damage; or
- caused by a storm or flood if the contents are not in a building.

### 17. Household removal

If you are moving home, we will pay for accidental loss of or damage to the contents:

- when they are being carried from your home to another home in the Republic of Ireland by professional removal contractors; or
- while they are in a furniture store for up to seven days.

We will increase the excess shown in your schedule by an extra €100 for losses under this section.

**This does not include loss or damage:**

- to money or valuables; or
- to china, glass, mirrors, earthenware and other items which are likely to break unless they have been packed by professional packers.

### 18. Contents in the open

We will pay for loss or damage as a result of any cause under this section while the contents are outside, but within the boundaries of the land belonging to your home.

The most we will pay under this section is €500.

**This does not include loss or damage:**

- caused by storm or flood;
- to pedal cycles or money;
- if the buildings have been empty for more than 30 days in a row; or
- if the buildings are unfurnished

### 19. Replacing door locks

We will pay the reasonable cost of replacing locks or parts of locks for the outside doors to your home and for safes and alarms fitted in your home if the keys to those locks have been stolen following a break-in at the buildings.

The most we will pay under this section is €500.

### 20. Title deeds

We will pay the cost of preparing new title deeds to your home if they are lost or damaged as a result of any of the causes under this section while they are in your home or in your bank.

The most we will pay under this section is 500.

### 21. Wedding gifts

We will increase the contents sum insured by 10% during the four weeks before and the four weeks after the wedding day of you or any member of your household, and if within the period of cover shown in the schedule.

### 22. Visitors' and guests' property

We will cover loss or damage to visitors and guests' property by an insured cause.

The most we will pay is €500 for any one loss under this section.

## SETTLING CLAIMS (CONTENTS)

1. If the contents are damaged by any of the causes covered above, we will pay the full costs of repair or replacement as new.
2. We will take off an amount for wear and tear for the following items:
  - household linen and floor coverings more than 12 months' old.
3. The most we will pay is the contents sum insured under this section.
4. We will not reduce the sum insured by the amount of any claim we pay.

## AVERAGE CLAUSE (CONTENTS)

If at the time of the loss or damage, the sum insured on contents is less than the full replacement cost (less an allowance for wear and tear for linen and floor coverings more than 12 months old), then you will be your own insurer for the difference. We will only pay our share of the loss or damage which your sum insured bears to such cost.

## SECTION 2 - MONEY AND CREDIT CARD COVER

**This cover does not apply unless specifically shown in the schedule under Money and credit card cover.**

**Your policy covers:**

### 1. Money and credit cards

We will pay for accidental loss of money and credit cards anywhere in the Republic of Ireland. We will also cover your money and credit cards while they are with you if you take them outside the Republic of Ireland for up to 60 days in any period of cover.

**This does not include loss or damage:**

- if your money is held by order of any government, public or police authority;
- Caused by mathematical mistakes;
- arising from loss in value;
- if the loss is not reported to the police within 24 hours of discovering it; or
- for the first €50 of each loss.

### 2. Fraudulent or unauthorised use of credit cards

We will cover Financial Loss resulting from loss or theft of debit cards, charge cards, cheque cards and credit cards anywhere in the Republic of Ireland and Worldwide for up to 60 days.

**This does not include loss or damage**

- through unauthorised use by a member of your household;
- if you do not keep to the conditions of the card provider; or
- for the first €50 of each loss.

**Settling claims (Money and credit cards / Fraudulent or unauthorised use of credit cards)**

1. The most we will pay is the sum insured under this section
2. The most we will pay in any one period of insurance is €450.

## SECTION 3 - ALL RISKS

This section covers loss of or damage to personal possessions, valuables, clothing and other belongings.

**This cover does not apply unless specifically shown in the schedule under Unspecified all risks or Specified all risks.**

**Your policy covers:**

### 1. Unspecified personal possessions

We will pay for accidental loss of, or damage to, your personal possessions anywhere in the Republic of Ireland. We will also cover your personal possessions while they are with you if you take them outside the Republic of Ireland for up to 60 days in any period of cover.

If you have chosen the €3,000 sum insured option, the most we will pay is €1,000 for any single item and €3,000 in total for any one loss.

If you have chosen the €5,000 sum insured option, the most we will pay is €2,000 for any single item and €5,000 in total for any one loss.

**This does not include loss or damage:**

- for the first 50 of each loss

- to musical instruments used for business or professional purposes;
- to pedal cycles unless they are shown in All risks specified personal possessions in the schedule;
- to any sports equipment while you are using it;
- caused by deception, unless the only deception used is to get into your home;
- caused by theft from an unattended motor vehicle, unless the item is in a locked boot, hidden luggage compartment or glove compartment and someone has used force and violence to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority;
- to information stored on your home entertainment equipment and mobile phones;
- to property insured by any other policy;
- to mechanically-propelled vehicles, pedal cycles, trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled models) or their accessories or parts (other than removable entertainment equipment while removed from the vehicle);
- to pets and livestock; to property held or used for any business;
- to household goods and domestic appliances;
- to securities, certificates, money or documents of any kind; or
- to china, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids, food or drink, camping equipment, tools or television receiving equipment on the outside of your home.

### 2. Specified personal possessions

We will pay for accidental loss of, or damage to, any specified item listed in the schedule anywhere in the Republic of Ireland. We will also cover any specified item listed in the schedule while it is with you if you take it outside the Republic of Ireland for up to 60 days in any period of cover.

**This does not include loss or damage:**

- for the first 50 of each loss;
- to musical instruments used for business or professional purposes;
- to any sports equipment while you are using it;
- caused by deception, unless the only deception used is to get into your home;
- caused by theft from an unattended motor vehicle, unless the item is in a locked boot, hidden luggage compartment or glove compartment and someone has used force and violence to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority;
- to information stored on your home-entertainment equipment and mobile phones;
- to property insured by any other policy
- to mechanically-propelled vehicles, trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than handpropelled models) or their accessories or parts (other than removable

entertainment equipment while removed from the vehicle);

- to pets and livestock;
- to property held or used for any business;
- to securities, certificates, money or documents of any kind;
- to household goods and domestic appliances;
- to china, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids, food or drink, camping equipment, tools or television receiving equipment on the outside of your home;
- to pedal cycles when parked, unless securely locked; or
- to pedal cycles being used for racing, speed testing or pace making or for hire or reward.

### Settling claims (All risks)

1. If the all risks items are damaged by any of the causes covered above, we will pay the full costs of repair or replacement as new.
2. We will take off an amount for wear and tear for clothing and furs
3. The most we will pay is the all risks sum insured under this section.
4. We will not reduce the sum insured by the amount of any claim we pay.

## GENERAL TERMS AND CONDITIONS

### Fraud

If any claim under this insurance is in any way fraudulent, or if any fraudulent means are used by you, any member of your household, or anyone acting on your or their behalf, to gain any benefit under this certificate, the certificate will not be valid and no cover will apply.

### Cancellation

We do not have to renew any insurance and may, at any time, cancel any insurance cover by sending 14 days' notice to you at your last known address.

As long as you have paid the premium in full, you can cancel the cover by giving us notice in writing. You will then be entitled to a refund of your premium for the period of insurance you have not yet used.

### Other insurance

If at the time of any claim, there is other insurance covering the same liability, loss or damage, we will only be liable for our share.

### Arbitration

If there is a dispute between you and us about our liability for a claim or the amount to be paid, we will refer it, within 12 months, to an arbitrator you and we agree to. If we cannot agree with you on an arbitrator, the President of the Law Society of Ireland will appoint one. The decision of the arbitrator will be final. If the dispute has not been referred to arbitration within a 12 month period, we will assume you have abandoned the claim

### Duty of care

You and any member of your household must take all reasonable steps to protect the property and prevent accidents. You must keep the property in good repair.

### Certificate changes

You must immediately tell us about any change which may affect your insurance cover or increase the risk of loss or damage. If you do not your cover may not be valid.

## Claims

### You must:

1. let us know immediately about any loss, damage or accident which may give rise to a claim;
2. Not negotiate, admit or deny any claim without our written permission;
3. immediately let the police know of any loss involving stealing, burglary, malicious damage or vandalism;
4. immediately let the police know if you lose an insured item and plan making a claim under the All risks section;
5. not go ahead with any repairs (except for emergency repairs) or replacing lost or damaged items without getting our approval beforehand and you must give us the chance to inspect any damage or loss;
6. send to us, unanswered, any legal writ, summons or notice of prosecution or any other relevant legal document you receive; or
7. within 30 days of any insured loss, provide all documents, including original purchase receipts or other documents which support your claim.

### We have the right to:

1. take over and carry out in your name the defence of any claim, or to settle any claim;
2. take legal proceedings in your name to recover any payment we have made under the certificate (we will pay the costs and keep any amount we recover); and
3. enter any building where loss or damage has taken place and deal with any salvage. However, you may not leave any property for us to deal with.

### Contract law

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.

### Insurance Act 1936

Under section 93 of the Insurance Act 1936 all money we pay under this certificate will be paid in the Republic of Ireland.

### Finance Act 1990

The appropriate stamp duty has been or will be paid in line with section 113 of the Finance Act 1990.

## GENERAL EXCLUSIONS

The following general exclusions apply to this certificate:

### Buildings

There is no cover provided for Buildings under this policy.

### Business use

There is no cover provided for any property held in connection with any business, trade or professional purpose other than home office equipment as referred to in the definition of contents.

### Matching items

If any insured item forms part of a set, suite, collection, or set of matching carpets, we will only pay for the value of the item which

has been lost or damaged, and not for any other parts of the set, suite, collection, or set of matching carpets.

#### **Pre-existing damage**

We will not cover loss or damage caused before the cover starts. Also we will not cover loss or damage caused by an incident which took place before cover began.

#### **Deliberate damage**

We will not cover deliberate loss or damage caused by you or any member of the household.

#### **Fees**

We will not pay any fees you incur in preparation of your claim

#### **Wear and tear and loss in value**

We will not cover costs associated with the repairing or replacing of items which have lost value or can no longer be used as a result of ongoing wear and tear.

Wear and tear will include damage caused by:

- gradual deterioration or anything else which happens gradually including wet or dry rot or mildew;
- corrosion or rust;
- costs associated with maintenance or normal decoration;
- frost damage other than burst pipes, tanks, or appliances caused by freezing.
- weather;
- cleaning, restoring or repairs.
- window or door seals breaking;
- computer-equipment failing or breaking down including mechanical or electrical failure; and
- putting together or taking apart a device or item.

#### **Radioactive contamination and explosive nuclear assemblies exclusion clause**

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Policy does not cover

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4/4/68  
NMA1622

#### **War and civil war exclusion clause**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38  
N.M.A. 464

#### **Cyber risks**

This cover does not apply to liability, loss, damage, cost or expense directly or indirectly caused by or resulting from:

1. changing or damaging; or
2. reducing the operational ability of a computer system, hardware, programme, software, information store,

microchip, integrated circuit or similar device that results from maliciously or negligently transferring (electronic or otherwise) a computer programme that contains any malicious or damaging codes including a computer virus, worm, logic bomb or trojan horse.

#### **Sonic bangs**

Loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

#### **Confiscation**

Loss or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

#### **Consequential Loss**

Consequential Loss or damage of any kind except as set out in this policy.

## **PROCESS FOR HANDLING CLAIMS**

If your property is lost or damaged you should do the following.

1. Check your schedule and this certificate document to make sure that the loss is covered.
2. If your property is stolen or maliciously damaged, or if you lose a valuable item you must tell the police as soon as you notice the loss or damage. Please take a note of the name of the police officer, their number and Pulse crime reference (if the claim happens in the Republic of Ireland).
3. If there is an emergency such as a burst pipe, please contact a plumber or other professional to carry out emergency repairs. We will not pay more than €500 for emergency repairs. Then report the matter immediately to OSG Business Solutions before having any further work carried out. If possible, please take photographs of the damage and keep them in case we need them in the future.
4. Contact our appointed claims handling team, OSG Business Solutions, on + 353 1 261 1597, or send them an email with your name and certificate number and contact numbers including brief details of the loss to [cnu@osg.ie](mailto:cnu@osg.ie)
5. It is a condition that you report claims within 24 hours of discovering the loss or damage. If you have any doubt or questions, speak to OSG Business Solutions on **(+) 353 1 261 1597**.
6. Get any documents we may need as evidence such as estimates, police reports or receipts and so on for stolen goods and keep them for the claims consultant who will visit you.
7. You must immediately send us any summons, writ, notice of prosecution, other legal documents or any relevant correspondence you receive.
8. You must give us any help we may need. And you, or any person insured under the certificate, or anyone acting on your or their behalf must not negotiate, admit, settle or deny any claim without our written permission.

**Claims contact details:**  
**OSG Business Solutions**  
Merrion Hall,  
Strand Road,  
Sandymount,  
Dublin 4  
**Phone:** + 353 1 2611597  
**E-mail:** [cnu@osg.ie](mailto:cnu@osg.ie)

# LLOYD'S

One Lime Street London EC3M 7HA