

# UNOCCUPIED HOME INSURANCE

Arranged exclusively by OBF Insurance Group Ltd. with Lloyd's Insurance Company S.A.

Coverholder at LLOYD'S

# **EFFECTED THROUGH**

OBF Insurance Group Ltd 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 written authority (which number is shown in the **schedule**) carrying the seal of the Lloyd's Policy Signing Office allows **OBF Insurance Group Ltd.** to sign and issue this certificate on behalf of LLOYD'S Insurance Company S.A.

Signed by

For and on behalf of Underwriters

Terry Cycelon

# INTRODUCTION

This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate form **your** Lloyd's Unoccupied 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 **us** or **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**.

#### Storm — Definition

Violent atmospheric disturbance with strong winds which are capable of causing damage to a **building(s)** which is in sound condition and good repair.

#### Your Broker

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

#### 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

#### 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;
- · Audio and visual equipment;
- Any living creature;
- · Any part of the buildings;
- · Any property held or used for business purposes;
- · Any property in the open;
- Money, credit cards, deeds, prize bonds, registered bonds, other personal documents, stamps or coins;
- · Domestic fuel in fixed fuel tanks
- · Valuables;
- · Jewellery, furs, gold, silver, gold and silver plated articles;
- · Pictures and fine art;

#### **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**.

#### **Premises**

The address which is named 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.

#### Excess

The amount shown in the **schedule** or **policy wording** or **endorsement** you bear in respect of certain claims covered by this insurance.

#### 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.

# 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

- You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
- You must tell us or 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, including the property becoming occupied
- · 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.
- 7. Where your contractor(s) are made responsible for the correct operation and function of the security protections at the risk address, we will refuse to pay a claim should your contractor(s) not ensure that the security protections (as declared to us) are in full and effective operation when an authorised occupant is not present at the home.
- 8. This insurance does not cover burglary, theft, or attempted theft from the **home** unless the following minimum protections are fitted and in operation when an authorised occupant is not present at the **home**; External Doors 5 Lever mortice deadlocks;

Patio doors - In addition to a central locking device, key operated bolts to top and bottom opening sections;

Windows - Key operated security locks to all ground floor and other accessible windows.

9. You must immediately inform us or your broker if you become aware of the property insured (including any garages and/or outbuildings) being illegally occupied, partially or wholly or if it has suffered any incident or evidence of malicious damage (including but not limited to graffiti) or attempted illegal entry (whether entry was gained or not).

To enable **you** to comply with this clause **you** (or an appointed agent) must check the property/ies on a weekly basis and a documented record of these visits kept.

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

10. A log book must be retained by you in which details of the dates, times and by whom the property was visited is reocrded. This must not be retained at the home. This must be made accessible to insurer's if requested. Failure to provide this may result in this insurance becoming invalid.

#### Cancellation clause

- 1. Cooling-off period Right to withdraw.
  - **You** are entitled to cancel this insurance by writing to OBF Insurance Group Ltd. within 14 days of the start of the **period of insurance** without giving a reason. Provided **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.
- We may cancel this insurance by sending 15 days written notice by recorded delivery to you at your last known address and make 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 OBF Insurance Group Ltd 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 CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

#### **Data Protection Act1998**

It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Contracts (Rights of Thirds Parties) Act 1999 Clarification Clause A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# 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. 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**.

#### F. Biological and chemical contamination exclusion

We will not pay for:

- 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.

### 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 loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within 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.

#### J. Subsidence, heave or landslip

Subsidence or heave of the site upon which the **building(s)** stand or landslip is not covered by this insurance policy.

# CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

#### **Your Duties**

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

- You must notify us or your broker as soon as reasonably possible giving full details of what has happened;
- You must provide us or 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 **us** or **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;
- You must not admit liability or offer or agree to settle any claim without our written permission;
- 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. Claim Rententions

We reserve the right to withold all or part of any claims payment we have agreed to pay, pending proof from you that the agreed works have been carried out or completed until evidence of these works or replacement of any insured property has been accepeted by us. We may request supporting invoices and receipts or any additional resonable evidence, confirming the total costs of these works have been incurred before we release any interm or final payments as applicable.

#### 3. Fees

**We** will not pay fees of public loss assessors and or fees assoicated with the preperation or presentation of any claim.

#### 4. 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.

#### 5. Fraudulent Claims

You must not act in a fraudulent manner. If you or anyone acting with you or for you:

- Make a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or;
- Make 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:
- Make 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
This insurance covers the buildings for loss or damage directly caused by:  1. Fire, lightning, explosion or earthquake.	We will not pay:  A. The excess stated in the schedule.
Impact by aircraft, aerial devices, or articles dropped by them, rail vehicles, road vehicles or animals.	A. The <b>excess</b> stated in the <b>schedule</b> .
3. Storm	<ul> <li>A. For loss or damage to domestic fixed fuel-oil and gas tanks in the open, underground supply pipes, swimming pools, tennis courts, drives, patios, terraces, gates, fences, non standard outbuildings, sheds, greenhouses and property in the open.</li> <li>B. For loss or damage caused by ingress of water due to wear, tear or deterioration.</li> <li>C. For loss or damage to flat roofs over 15 years old.</li> <li>D. The excess stated in the schedule</li> </ul>
4. Burglary, theft or attempted theft	A. For property in the open     B. The excess stated in the schedule.
<ol> <li>Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.</li> </ol>	A. The excess stated in the schedule.
6. 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 extinguishing a fire affecting the property named in the schedule in circumstances which have given rise to a valid claim under this insurance.	A. More than €2,000 in total during the <b>period of insurance</b> .

### Settling claims:

#### 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 home 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 replacing or repairing the building(s) 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 **building(s)** of each **premises** shown in the **schedule**.

# **SECTION 2: CONTENTS**

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by:  1. Fire, lightning, explosion or earthquake.	We will not pay:  A. The excess stated in the schedule.
Aircraft and other flying devices or items dropped from them.	A. The excess stated in the schedule.
3. Storm	<ul> <li>A. For loss or damage caused by ingress of water due to wear, tear or deterioration;</li> <li>B. For claims as a result of loss or damage to flat roofs over 15 years old;</li> <li>C. The excess stated in the schedule.</li> </ul>
4. Burglary, theft or attempted theft	A. The <b>excess</b> stated in the <b>schedule.</b>
5. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	A. The excess stated in the schedule.

### Settling claims:

#### Your sum insured

- We will not reduce the sum insured under Section 2 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 replacing 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
We will indemnify you:	We will not indemnify you:
<ul> <li>(i) As owner for any amounts you become legally liable to pay as damages for:</li> <li>Bodily injury;</li> <li>Damage to property.</li> </ul> Caused by an accident happening at the premises during the period of insurance.	<ul> <li>A. For bodily injury to: <ul> <li>You or your family;</li> <li>Any person who at the time of sustaining such injury is engaged in your service;</li> <li>B. For bodily injury arising directly or indirectly from any communicable disease or condition;</li> <li>C. For damage to property owned by or in the charge of: <ul> <li>You or your family;</li> <li>Any person engaged in your service;</li> </ul> </li> <li>D. In respect of any kind of pollution and/or contamination other than: <ul> <li>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</li> <li>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;</li> <li>E. For any liability arising out of your ownership, occupation, posses sion or use of any land or building that is not within the premises;</li> <li>F. If you are entitled to indemnity under any other insurance until such insurance(s) is exhausted;</li> <li>G. For any liability arising directly or indirectly out of any profession, occupation, business or employment;</li> <li>H. For any liability which you have assumed under contract and which would not otherwise have attached;</li> <li>I. For any liability arising out of your ownership, possession or use of;</li> <li>(i) Any motorised or horsedrawn vehicle other than domestic gardening equipment used within the premises;</li> <li>(ii) Any power-operated lift.</li> </ul> </li> </ul></li></ul>

#### 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. Non-standard construction clause

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

#### 2. Your bank or building societies interest clause

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

#### 3. Alarm Clause:

This insurance does not cover burglary, theft or attempted theft when an authorised occupant is not in the **home**:

**A.**Unless at all times the intruder alarm has been put into full and effective operation and;

**B.** The intruder alarm is kept in good working order throughout the period of insurance and is checked annually by a qualified person.

# DATA PROTECTION NOTICE

OBF Insurance Group Ltd recognise that protecting personal information including sensitive personal information is very important and we recognise that you have an interest in how we collect, use and share such information. Our Data Protection Policy is in line with the requirements under the General Data Protection Regulations (GDPR) which are effective from 25 May 2018.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

Full details of how we collect, use, store and protect your data can be found in our Data Privacy Notice, a copy of which is available on request or via our website, www.obf.ie.

#### What does OBF Insurance Group Ltd do with your personal data?

Information you provide will be used by OBF Insurance Group Ltd for the purposes of processing your application and administering your insurance policy. OBF Insurance Group Ltd may need to collect sensitive personal data relating to you (such as medical or health records) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by OBF Insurance Group Ltd and will not be disclosed to any third parties except (a) to our agents, sub –contractors and reinsurers (b) to third parties involved in the assessment, administration or investigation of a claim (c) where your consent has been received or (d) to meet our legal or regulatory obligations. In order to provide you with products and services this information will be held in the data systems of OBF Insurance Group Ltd or our agents or subcontractors. The data is held on servers with multiple layers of security. Please note that some servers which may hold your data are located outside the EU.

We will hold data collected from you for the duration of our business relationship with you and for six years after that. This is a requirement under the Central Bank's Consumer Protection Code 2012. Your data may be used for the purposes of automated decision making but will not be used for profiling purposes.

OBF Insurance Group Ltd. may pass your information to other companies for processing on its behalf. OBF Insurance Group Ltd will ensure that its transfer of data is lawful and that your information is kept securely and only used for the purpose for which it was provided.

Calls to and from OBF Insurance Group Ltd are recorded for quality assurance or verification purposes.

#### Your Rights under our Data Protection Policy

You have the right to:

- Access the data we hold about you
- Have the data we hold about you transferred to another person or organisation
- Have inaccurate data about you corrected
- Have information about you erased (this could affect our ability to process your business)
- Object to direct marketing from us
- Restrict the processing of your data (this could affect our ability to process your business)
- Make a complaint to us about the implementation of our data protection policy and procedures.

To access the data we hold about you, you will need to complete and submit a Data Access Request Form, available on request or via our website.

#### **Data Breaches**

In the event of a data breach which results in your personal data being compromised, we will advise the Data Protection Commissioner within 72 hours at most, unless the data was encrypted or anonymised. Where there is a high risk to your rights, as set out in the GDPR, we will also advise you of the details of the breach and the steps we have taken to rectify it and prevent its recurrence.

#### Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information OBF Insurance Group Ltd may at any time:

- Share information about you with companies or organisations outside OBF Insurance Group Ltd including where applicable private investigators and public bodies including An Garda Siochana;
- Check and/or file your details with fraud prevention agencies and databases such as InsuranceLink, and if you give us false or inaccurate information and we suspect fraud, we will record this. For more information on the functioning of InsuranceLink, please visit insurancelink.ie.

OBF Insurance Group Ltd may also search these agencies and databases to :

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

# **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.

#### Complaint handling arrangements

Any complaint should be addressed in the first instance to OBF Inusrance Group Ltd, Bridge House, Baggot Street Bridge Dublin 4. Ireland. Tel:+353 1 660 1033 E-Mail:info@obf.ie

The Lloyd's Managing Agent Canopius Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will acknowledge **your** complaint, in writing, within five business days of the complaint being made. It will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

The Lloyd's managing agent Canopius Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

The Lloyd's managing agent Canopius Managing Agents Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will aim to provide **you** with its decision on **your** complaint, in writing, within forty business days of the complaint being made.

Should **you** remain dissatisfied with the final response from the above or if **you** have not received a final response within forty business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

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

Tel: +353 1 6 620 899 Fax: +353 1 6 620 890

E-mail: enquiries@financialombudsman.ie

Alternatively you may contact:
Policyholder and Market Assistance
Lloyd's Market Services
Lloyd's
One Lime Street
London
FC3M 7HA

Tel: 0207 327 5693 Fax: 0207 327 5225

Email: complaints@lloyds.com

Complaints that cannot be resolved by the Policyholder and Market Assistance Department may be referred to the Financial Ombudsman Service Limited. Further details will be provided at the appropriate stage of the complaint process.

The complaints handling arrangements above are without prejudice to your rights in law.

The Insurance Cover to which this document relates was granted to 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:

OBF Insurance Group Ltd. Bridge House Baggot Street Bridge Dublin 4

T: +353 1 660 1033

E: info@obf.ie

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.

# **MEMORANDA**

#### 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 OBF Insurance Group Ltd.

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

OSG Outsource Services Group Limited is Regulated by the Central Bank of Ireland

OBF Insurance Group Ltd. Bridge House Baggot Street Bridge Dublin 4 Ireland