

**Bank of Ireland**



Personal Banking

# Home Insurance



# Contents

	<b>Page</b>
Cover at a Glance	2-5
Contract of Insurance	6-7
Customer Service	8
Section 1 - Buildings	11-17
Section 2 - Contents	19-28
Section 3 - Personal Possessions Outside The Home	31-34
A Unspecified Valuables	32
B Specified Items	33
Section 4 - Pedal Cycles	37-39
Section 5 - Caravan/Mobile Home	41-43
Section 6 - Home Office	45-47
Section 7 - Personal Accident	49-50
Definitions of terms used in your policy	53-57
Conditions which apply to your whole policy	59-61
Exclusions which apply to your whole policy	63-65
Making a Claim	67-68
Data Protection Notice	71-73
Index	75-77

# Home Insurance Policy

## Cover At A Glance

This insurance is for

- **Your Home Buildings**
- The **Contents** of **Your Home**
- Any other insurance risks **You** have specified that have been included in the **Policy Schedule**.

This insurance **Policy** will cover **You** in the event of fire, **Storm**, flood, stealing, Malicious Damage and **Subsidence**.

Item	Key Covers	Key Exclusions
<p><b>Buildings</b> (Full details of all covers in Section 1 Buildings) The <b>Home</b> and its domestic outbuildings, garages, drives, footpaths, walls, patios, satellite/aerials</p>	<ul style="list-style-type: none"> <li>• Fire, <b>Storm</b> &amp; Flood</li> <li>• Stealing or attempted stealing</li> <li>• <b>Accidental Damage</b></li> <li>• Vandalism</li> <li>• <b>Subsidence</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Accidental Damage</b> is excluded when the property is lent or let</li> <li>• Loss or <b>Damage</b> occurring after <b>Your Home</b> has been <b>Unoccupied</b> for more than 45 days</li> <li>• Gradual ingress / seepage of water</li> <li>• Wear &amp; tear</li> <li>• <b>Storm</b> cover does not apply to fences &amp; gates</li> <li>• Stealing / attempted stealing - where the property is left unattended and an intruder alarm is installed but not operative at the time of loss the first €500 of each claim will be excluded</li> </ul>

Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.

All words in bold text are defined on pages 53-57

# Home Insurance Policy

## Cover At A Glance

Item	Key Covers	Key Exclusions
<p><b>Contents</b> (Full details of all covers in Section 2 Contents) All <b>Contents</b> of <b>Your Home</b> owned by <b>You</b> or any member of <b>Your Household</b> or for which they are responsible.</p>	<ul style="list-style-type: none"> <li>• Fire, <b>Storm</b> &amp; Flood</li> <li>• Stealing or attempted stealing</li> <li>• <b>Accidental Damage</b> (if chosen and shown on the Policy Schedule)</li> <li>• Liability cover to automatically allow 6 paying guests or child minding for up to 2 children</li> <li>• <b>High Risk Items</b> covered for 50% of the <b>Contents Sum Insured</b> with 10% of the <b>Contents</b> as a single article limit</li> <li>• The <b>Contents Sum Insured</b> is automatically increased by 10% during the months of December and January for Christmas Gifts and during the period of one month before and one month after <b>Your</b> wedding or any member of <b>Your Household</b>.</li> <li>• Deep freezer <b>Contents</b> are covered up to a limit of €2,000</li> </ul>	<ul style="list-style-type: none"> <li>• Wear and tear</li> <li>• <b>Accidental Damage</b> and stealing when <b>Your</b> property is lent or let</li> <li>• Loss or <b>Damage</b> occurring after <b>Your Home</b> has been <b>Unoccupied</b> for more than 45 days</li> <li>• Gradual ingress /seepage of water</li> <li>• Stealing / attempted stealing - where the property is left unattended and an intruder alarm is installed but not operative at the time of loss the first €500 of each claim will be excluded</li> </ul>

Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.

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# Home Insurance Policy Cover At A Glance

Item	Key Covers	Key Exclusions
<p><b>Personal Possessions Outside the Home</b> (if chosen and shown on the Policy Schedule) - can be included once Contents cover is selected. (Full details of all covers in Section 3 A : Unspecified Valuables, Clothing &amp; Personal Effects, Personal Money and Sports Equipment)</p> <p><b>Personal Possessions</b> owned by <b>You</b> or any member of <b>Your Household</b> or for which they are responsible up to a minimum limit of €2,500.</p>	<ul style="list-style-type: none"> <li>• Accidental loss or <b>Damage to Personal Possessions</b></li> <li>• Loss of <b>Money</b> €400</li> <li>• Pedal cycles limit of €400</li> </ul>	<ul style="list-style-type: none"> <li>• Any article used or held for business or professional purposes</li> <li>• Contact lenses, mobile phones, laptops or hearing aids</li> <li>• <b>Personal Possessions</b> stolen from a <b>Motor Vehicle</b> unless concealed in the glove compartment or locked boot of a locked vehicle</li> <li>• <b>Damage</b> caused by cleaning, restoring or renovations</li> <li>• Loss of <b>Money</b> not reported to the Gardai or local Law Enforcement Agency</li> </ul>
<p><b>All Risks Specified</b> (Full details of all covers in Section 3 B : Specified Items) Property owned by <b>You</b> or any member of <b>Your Household</b> or for which they are responsible which is specified in the <b>Schedule</b>.</p>	<ul style="list-style-type: none"> <li>• Accidental loss or <b>Damage</b></li> <li>• Option to cover pedal cycles over €400 anywhere within the Geographical Limits and Worldwide for up to 60 days.</li> <li>• Option to cover mobile phones or hearing aids.</li> </ul>	<ul style="list-style-type: none"> <li>• Any article used or held for business or professional purposes</li> <li>• <b>Personal Possessions</b> stolen from a <b>Motor Vehicle</b> unless concealed in a glove compartment or locked boot of a locked vehicle</li> </ul>

Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.

All words in bold text are defined on pages 53-57

# Home Insurance Policy

## Cover At A Glance

Item	Key Benefits	Key Exclusions and reasons why claims are not paid
<p><b>Benefits that apply to the Whole Policy</b></p>	<ul style="list-style-type: none"> <li>• Automatic <b>Accidental Damage</b> cover on Buildings and also available on Contents if chosen &amp; shown on Policy Schedule</li> <li>• Liability protection up to €3 million inclusive of costs</li> <li>• Nil Surcharge if premium is paid by direct debit</li> <li>• 24hr emergency help line service</li> <li>• Cooling off period of 30 days</li> <li>• Minimum Standard <b>Excess</b> on <b>Buildings</b> and <b>Contents</b> of €250</li> <li>• <b>Personal Possessions</b> option available once <b>Contents</b> selected, <b>Excess</b> €150</li> </ul>	<ul style="list-style-type: none"> <li>• Wear &amp; Tear as <b>Your Policy</b> is not a maintenance contract</li> <li>• Storm damage to fences and gates</li> <li>• Defective and faulty workmanship</li> <li>• Loss or <b>Damage</b> occurring after <b>Your Home</b> has been <b>Unoccupied</b> for more than 45 days</li> <li>• Matching of items</li> <li>• If <b>You</b> have not disclosed previous claims or convictions this may invalidate <b>Your Policy</b></li> </ul>

**How to change/cancel your cover** – (see page 60 for full details)

If **You** need to make any changes to the detail of **Your Policy** or if **You** have any further queries, simply call **Us** on LoCall - 1890 608 608.

Should **You** wish to cancel **Your Policy** **You** may do so by giving **Us** a written instruction or by calling Bank of Ireland Insurance Services Ltd. on 1890 608 608. Please note calls are recorded.

**Making a claim** – (see page 66 for full details)

Should **You** need to make a claim please inform Bank of Ireland Insurance Services Claims Unit at RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16. Telephone 1890 608 608, Facsimile (01) 6717541 as soon as possible for advice on how to proceed with **Your** claim.

**Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.**

**All words in bold text are defined on pages 53-57**

# Home Insurance

## The Contract of Insurance

Thank you for choosing Bank of Ireland for your home insurance needs.

The **Policy** is evidence of the contract between the insurer RSA Insurance Ireland DAC and **You**, the **Policyholder**.

The **Policy**, the **Schedule** and any **Endorsements** are to be read as one document and any word or expression used with a specific meaning appears in bold text and has the same meaning wherever it appears.

The insurer will provide under those Sections which are shown in the **Schedule** the insurance described in the **Policy** during any **Period of Insurance**.

The Conditions which appear in the **Policy** or in any **Endorsement** are part of the contract and must be complied with. They are where their nature permits Conditions precedent to your right to recover under the **Policy**.

This **Policy** provides wide cover but no insurance policy can protect **You** against every loss. For example, **You** cannot claim when the only damage is wear, tear or deterioration caused by normal everyday use.

Home Insurance is arranged by Bank of Ireland Insurance Services Limited. Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group. Bank of Ireland Insurance Services Limited is regulated by the Central Bank of Ireland. Bank of Ireland Home Insurance is underwritten by RSA Insurance Ireland DAC. Bank of Ireland Insurance Services Limited is tied to RSA Insurance Ireland DAC for the purpose of selling Home Insurance. Bank of Ireland is regulated by the Central Bank of Ireland.

RSA Insurance Ireland DAC will manage claims.

RSA Insurance Ireland DAC underwrite **Your** insurance **Policy**.

Bank of Ireland Insurance Services Ltd.

P.O. Box 382,

Tuam Road,

Galway.

Telephone 1890 608 608

Facsimile (091) 768 668

**Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.**

**All words in bold text are defined on pages 53-57**



# Home Insurance

All monies which become or may become due under this **Policy** will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless **We** specifically say otherwise.

Premiums are subject to Government Levy and/or contribution where applicable.

Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

## **Contract Law**

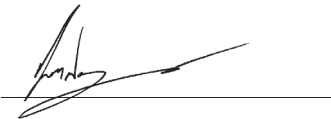
The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This contract will be governed by Irish Law.

Communications between **You** and **Us** about this **Policy** will be in English.

The insurer that **You** have entered into a contract with is RSA Insurance Ireland DAC.

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.

Tel: 1890 290 100. Outside Ireland Tel:+ 353 1 290 1000

A handwritten signature in black ink, appearing to read 'Ken Norgrove', is written over a solid horizontal line.

Ken Norgrove  
Chief Executive Officer  
RSA Insurance Ireland DAC

# Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact Bank of Ireland Insurance Services Limited on 1890 608 608 immediately, or write to The Customer Services Manager at;  
Bank of Ireland Insurance Services Limited  
PO Box 382  
Tuam Road  
Galway.

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

# Home Insurance Policy

This is **Your Home Insurance Policy**. It sets out the details of the contract **You** have made with **Us**. The **Proposal** and Declaration which **You** made to **Us** are incorporated in and form part of this contract.

**We** confirm that **We** will insure **You** in the terms set out in this **Policy** for any period for which **You** offer **Us Your** premium and **We** accept it.

The **Schedule** and any **Endorsements** are all part of **Your Policy** and shall be considered as one document. Check **Your Schedule** to find out which Sections **You** have insured and read them along with **Your Policy**. **You** should also pay particular attention to the Conditions and Exclusions set out on Pages 58-65 as these apply to all Sections.

## Cooling Off Period

Please read **Your Policy** thoroughly to make sure that it meets all **Your** requirements paying particular attention to **Policy** definitions exclusions and endorsements. If it does not meet **Your** requirements, **You** can send it back to **Us** within 30 days and **We** will refund **Your premium** provided **You** have not made any claim during the 30 day period. Should **You** decide to return the **Policy** to **Us**, **You** Will not be able to make a claim at a later date.

## Duty of Disclosure

**You** must tell **Us** immediately of any changes in the information **You** have given **Us** in **Your Proposal** or any alteration in risk which materially affects this insurance. Failure to disclose all material information could invalidate **Your** insurance which may leave **You** unprotected. If **You** are in any doubt whether a fact is material **You** should disclose it (see Condition 4 Alteration in Risk). For example, if **You** make any alteration to **Your** property, which makes losses more likely to happen or more serious if they do or if **You** move house.



# Section 1

## Buildings

# Section 1 – Buildings

**This cover does not apply unless shown on the Schedule.**

The Maximum Amounts Payable under Paragraphs 1 and 2 of this Section are shown on Page 16

## PARAGRAPH 1 - COVER

We insure the **Buildings** against **Damage** by the following causes:

We will not pay for:

- The **Excess** shown in the **Schedule**

a Fire, Explosion, Lightning, Earthquake

b Smoke

c Escape of water or oil from any fixed water or heating installation or domestic appliance

- Where the **Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded
- **Damage** to the component or appliance from which the water or oil escapes
- Loss or **Damage** to walls, ceilings and/or tiles caused by the gradual ingress or seepage of water from shower units, baths, permanently sited hot tubs, saunas or other sanitary fixtures
- Loss of or **Damage** to any fixed domestic heating installation due to wear and tear, rust or gradual deterioration
- Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by **Us**
- **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

e Falling trees or branches

- **Damage** to tennis courts
- The cost of removing a tree or branch unless the **Buildings** are damaged at the same time

f Falling aerials, satellite aerials, their fittings or masts

- Any loss where **We** make a payment under Section 2 Contents Paragraph 1 Cover f

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

h Malicious persons or vandals

- **Damage** caused by **You** or **Your Household** or any person lawfully in the **Home**
- Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

i **Storm** or Flood

- **Damage** to gates, hedges, fences or tennis courts
- **Damage** caused by frost
- Loss or **Damage** to roofs constructed with a flexible weather roofing membrane exceeding 10 years of age or other mineral roofing felt exceeding 5 years of age

# Buildings

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We insure the **Buildings** against the following causes:

j **Subsidence** or **Ground Heave** of the site beneath the **Buildings** or **Landslip**

We will not pay for:  
The **Excess** shown in the **Schedule**

- The first €1000 of each claim
- **Damage** to outdoor swimming pools, tennis courts, patios, permanently sited hot tubs, terraces, drives, footpaths, walls, gates, hedges or fences unless **Your Home**, or its domestic outbuildings or garages, is damaged at the same time
- **Damage** caused by bedding down of structures or settlement
- **Damage** to solid floor slabs or **Damage** resulting from their movement unless the foundations beneath the external walls of **Your Home** are damaged at the same time
- **Damage** caused by coastal or river erosion
- **Damage** resulting from:
  - i demolition or structural repairs or alterations to the **Buildings**
  - ii faulty workmanship or the use of defective materials in the **Buildings**

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k Stealing or attempted stealing

- Loss or **Damage** caused by **You** or **Your Household** or by any person(s) who has legally entered the premises
- Loss while **Your Home** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants or occupied by paying guests, not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages
- Loss or **Damage** by stealing not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages, where the property at the address shown in the **Statement of Fact / Schedule** is left unattended
- Where the property at the address shown in the **Statement of Fact / Schedule** is left unattended and an intruder alarm is installed but not operative at the time of loss the first €500 of each claim will be excluded
- Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

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l Accidental Damage

- **Damage**
  - a Whilst **Your Home** or any part of it is lent to any persons other than a member of **Your Household**
  - b Whilst **Your Home** or any part of it is let to tenants or occupied by paying guests
  - c Caused by **Settlement** or shrinkage
- Any loss or **Damage** specifically excluded elsewhere in Section 1 – Buildings

# Buildings

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**We** insure the **Buildings** against the following causes:

m Rent and Alternative Accommodation

If **Your Home** is made uninhabitable by any of the causes under Paragraph 1 of this Section **We** will pay

- i) Rent which **You** still have to pay for parts of **Your Home** which are unfit to live in
- ii) **Reasonable** additional costs of comparable alternative accommodation until **Your Home** is fit to live in again

**We** will not pay for:

The **Excess** shown in the **Schedule**

- Costs which **You** incur without **Our** written permission
- Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the **Buildings** at the time of the loss
- any amount which **We** become liable to pay under Section 2 Contents Paragraph 2 Additional Cover b

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## PARAGRAPH 2 - ADDITIONAL COVER

**We** also provide insurance for:

**We** will not pay for:

The **Excess** shown in the **Schedule**

a **Damage** to Underground Services  
**Accidental Damage** to cables or underground services supplying the **Buildings**

- Where the **Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded
- **Damage** which **You** are not legally responsible to repair

b Water and Heating Installations  
**Damage** to any fixed domestic water or heating installation caused by freezing

- Where the **Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded
- **Damage** occurring while **Your Home** has been left **Unoccupied** for more than 45 consecutive days

c Sale of the **Home**

If **You** contract to sell the **Buildings**, the purchaser who completes the sale shall have the benefit of the insurance provided by paragraphs a-k in this Section up to the date of completion, provided the **Buildings** are not otherwise insured

d Fire Brigade Charges

**We** will pay the cost of the charges made on **You** by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as a result of any incident involving fire affecting the **Buildings** in circumstances which give rise to a valid claim under this **Policy**

- Any amount which **We** are to pay under Section 2 Contents Paragraph 2 Additional Cover o



# Buildings

## PARAGRAPH 2 - ADDITIONAL COVER

**We** also provide insurance for:

**We** will not pay for:

- The **Excess** shown in the **Schedule**

e Trace & Access

**We** will pay the cost of removing and replacing any part of the **Buildings** necessary to repair a household heating or water system which has caused an escape of water which is the subject of a valid claim under the **Policy**

- Loss or **Damage** to the component or appliance from which the water or oil escapes
- **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

f Legal Fees

Legal Fees which **You** have to pay to repossess **Your Home** following occupation by squatters

- Fees incurred without **Our** permission

## PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 1

### Index linking

The **Buildings Sum Insured** may be adjusted monthly in accordance with the House Rebuilding Cost Index prepared by the Department of the Environment. No additional premium will be charged for these adjustments between the anniversary dates of **Your Policy**, but the renewal premium will be calculated on the revised **Sum Insured** as appropriate.

These adjustments may not be sufficient for your needs and therefore you should not rely on this alone to ensure **Your Buildings Sum Insured** is adequate. **You** should periodically review **Your** own **Sums Insured**.

### Protection after Loss

Following loss or **Damage** by any cause listed in this Section, the **Buildings Sum Insured** will be Index Linked for the duration the **Buildings** are being reinstated, at the same rate that applied at the commencement of **Your Policy** or last renewal, provided **You** take all reasonable steps to ensure that the reinstatement is carried out without undue delay.

## PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 1

Provided the **Damage** is covered under **Your Policy**, **We** will settle **Your** claim as explained below subject to the maximum amount payable

1 Where

- the damaged parts of the **Buildings** can be repaired or reinstated, and
- Your Home** is in good repair, and
- the **Sum Insured** is not less than the cost of rebuilding the **Buildings**, inclusive of **Fees, Removal of Debris, and Local Authority Requirements**

at **Our** option **We** will either

- repair / reinstate or
- pay the full **Reasonable** cost of repair / reinstatement of the **Buildings** to **You**.

**You** must provide access to **Your Home**, and facilitate an inspection, for **Our** Managed Repair Network of Building Contractors to quote for the cost of repair / reinstatement.

Where **We** opt to repair / reinstate, **We** reserve the right to use **Our** Managed Repair Network of Building Contractors to complete the works and **We** will take responsibility for the satisfactory completion of such works completed by them.

# Buildings

## PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 1 (CONTINUED)

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Where **We** agree to pay **You** **We** reserve the right to make staged payments as works progress and to withhold final payment until all works are complete, final invoice submitted and final inspection completed by **Us** or **Our** Representatives. The percentage of final payment withheld will not exceed 30% of the overall settlement amount.

- 2 If the damaged parts of the **Buildings** cannot be economically repaired or reinstated, **We** will pay the reduction, solely due to the **Damage**, in the market value of the **Buildings** prior to the **Damage**.
- 3 If the **Buildings** are not in good repair, **We** will make a deduction from the settlement for wear, tear, depreciation and/or **Betterment**.
- 4 **Under Insurance Clause**  
If at the time of the **Damage** the **Sum Insured** is less than the full rebuilding cost **We** will pay only for the proportion of the **Damage** the **Sum Insured** bears to such cost.
- 5 **Maintenance**  
**Your Policy** does not cover **You** for the cost of gradual deterioration – it is not a maintenance contract. It is a Condition of the **Policy** that **You** keep **Your** property in good order and take **Reasonable** steps to avoid loss or **Damage**.

### Maximum Amount Payable

The maximum amount payable in respect of any one incident (less any **Excess**) is:

- |   |   |
|---|---|
| 1 <b>Buildings</b> including <b>Fees</b> ,<br><b>Removal of Debris</b> and<br><b>Local Authority Requirements</b> | - The <b>Sum Insured</b>                            |
| 2 Satellite Aerial  | - €700  |
| 3 Fire Brigade Charges  | - €2,000  |
| 4 Trace and Access  | - €700  |
| 5 Legal Fees  | - €12,750   |
| 6 Rent and Alternative Accommodation  | - 20% of the <b>Sum Insured</b> on <b>Buildings</b> |

The **Sum Insured** on **Buildings** will not be reduced following payment of a claim.

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## PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

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Insurance is provided for any amounts which **You** become legally liable to pay in respect of:

**We will not pay for liability directly or indirectly arising from:**

- Accidental bodily injury, death, disease or illness of any person arising solely as owner (but not **Occupier**) of the **Buildings** or the land belonging to the **Home**
  - Accidental loss of or **Damage** to property arising solely as owner (but not **Occupier**) of the **Buildings** or the land belonging to the **Home**
- Any injury, death, disease or illness of any member of **Your Household**
  - Loss of or **Damage** to property owned, occupied or in the custody or control of any member of **Your Household**
  - An agreement unless the liability would have existed without the agreement
  - **Your** employment, business or profession other than the provision in **Your Home** of:
    - i a child minding service for up to 2 children
    - ii accommodation for up to 6 paying guests

### Limit

**We** will pay up to €3,000,000 in connection with any one incident inclusive of all costs, expenses and solicitors fees which **You** have to pay, provided **We** confirm **Our** agreement in writing

# Buildings

## PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC (CONTINUED)

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Insurance is provided for any amounts which **You** become legally liable to pay in respect of:

**We** will not pay for liability directly or indirectly arising from:

- The use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment)
- Injury to any person in **Your** employment
- Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust or Asbestos Containing Materials**
- Accidental loss of or **Damage** to property arising out of actual or suspected exposure to **Asbestos, Asbestos Dust or Asbestos Containing Materials**
- The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**
- the ownership possession or use of any Bouncing Castle, inflatable game or Trampoline in or about the **Buildings** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended or supervised by an adult whilst in use and that any compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and that the stays or support of such items are anchored adequately at least 2 metres from the item
- the ownership possession or use of swimming pool, hot tub, spa or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cutoff switch and when not in use the swimming pool, hot tub, spa or Jacuzzi is protected or covered
- Any incident(s) where **We** may become legally liable to pay under Section 2 Contents Paragraph 5 or Paragraph 6 or Section 5 Caravan / Mobile Home Paragraph 3 or Section 6 Home Office Paragraph 3

If **You** should die, **Your** legal personal representatives will have the protection of this cover.

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# Section 2

## Contents

# Section 2 – Contents

This cover does not apply unless shown on the Schedule.

The Maximum Amounts Payable under Paragraphs 1 and 2 of this Section are shown on Page 24

## PARAGRAPH 1 - COVER

We insure the **Contents** against loss or **Damage** by the following causes while they are in **Your Home** or its domestic outbuildings and garages

We will not pay for:

a Fire, Explosion, Lightning, Earthquake

b Smoke

c Escape of water or oil from any fixed water or heating installation or domestic appliance

- The **Excess** shown in the **Schedule**

- Where the **Damage** results in **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded
- **Damage** to the component or appliance from which the water or oil escapes
- Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
- Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by **Us**

d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

- Loss or **Damage** unless the **Buildings** are damaged at the same time

e Falling trees or branches

f Falling aerials, satellite aerials, their fittings or masts

- Any loss where **We** make a payment under Section 1 Buildings Paragraph 1 Cover f

g Riot, Civil Commotion, Strike, Labour or Political Disturbance

h Malicious persons or vandals

- **Damage** caused by **You** or **Your Household**
- Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

i **Storm** or Flood

j **Subsidence** or **Ground Heave** of the site beneath the **Buildings**, or **Landslip**

- **Damage** caused by bedding down of structures or settlement of made up ground
- **Damage** resulting from the movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged at the same time
- **Damage** caused by coastal or river erosion
- **Damage** resulting from
  - demolition or structural repairs or alterations to the **Buildings**
  - faulty workmanship or the use of defective materials in the **Buildings**

# Contents

We insure the **Contents** against loss or **Damage** by the following causes while they are in **Your Home** or its domestic outbuildings and garages

k Stealing or attempted stealing

We will not pay for:

- The **Excess** shown in the **Schedule**
- Loss by deception, unless it is only entry that is gained by deception
- Loss or **Damage** caused by **You** or **Your Household** or by any other person(s) who has legally entered the premises
- Loss while **Your Home** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants or occupied by paying guests, not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages
- Loss of **Money** from **Your Home** unless force is used to gain entry into or exit from **Your Home**
- Loss of **Money** from outbuildings or garages
- Loss or **damage** by stealing not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages, where the property at the address shown in the **Statement of Fact / Schedule** is left unattended
- Where the property at the address shown in the **Statement of Fact / Schedule** is left unattended and an intruder alarm is installed but not operative at the time of loss the first €500 of each claim will be excluded
- Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

l **Accidental Damage** to **Contents** owned by any member of **Your Household** or for which they are responsible

(This cover does not apply unless shown on the schedule)

- **Damage** to **Personal Possessions** and **Money**
- **Damage** while **Your Home** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants or occupied by paying guests
- **Damage** caused by **Settlement** or shrinkage
- Deterioration of food
- **Damage** solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages
- Any loss, destruction or **Damage** specifically excluded elsewhere in Section 2 Contents
- **Damage** caused by assembling or dismantling of the apparatus in respect of **Business Equipment**
- **Damage** to Musical Instruments used or held for business or professional purposes
- Loss of tone of Musical Instruments or the cost of replacing broken strings or drum skins or **Damage** caused by scratching, denting or bruising of such instruments

# Contents

## PARAGRAPH 2 - ADDITIONAL COVER

**We** also provide cover against:

a Deep Freezer Contents  
Loss of or **Damage** to food in a fridge or domestic deep freezer in **Your Home** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. **We** will also pay for loss of or **Damage** to food which has been removed from the deep freezer following an incident **We** insure

b Rent and Alternative Accommodation  
If **Your Home** is made uninhabitable by any of the causes insured under this Section **We** will pay  
i Rent which **You** still have to pay for parts of **Your Home** which are unfit to live in  
ii **Reasonable** additional costs of comparable alternative accommodation until **Your Home** is fit to live in again

c Door Locks  
Replacement and installation of locks of any external door of **Your Home** or any garage or its domestic outbuildings or any domestic safe or burglar alarm keyswitch if the keys have been lost or damaged

d **Contents** in the Garden  
Loss of or **Damage** to the **Contents** by any cause insured under this Section occurring within the boundaries of the land belonging to **Your Home**

e **Contents** temporarily removed  
Loss of or **Damage** to the **Contents** by any cause insured under this Section while temporarily removed from **Your Home**  
i into a bank safe deposit, occupied private dwelling or any Building where any members of **Your Household** are living or carrying on their business within the **Geographical Limits**  
ii elsewhere within the **Geographical Limits**

f Reinstatement of Title Deeds  
The cost of replacing the title deeds to **Your Home** if they are lost or damaged by any cause insured under this Section while in **Your Home** or lodged with **Your** Building Society, Bank or Solicitor

**We** will not pay for:

- The **Excess** shown on the **Schedule**
- Loss or **Damage** due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority
- Loss or **Damage** resulting from neglect by **You** or **Your Household**
- **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

- Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the **Buildings** at the time of the loss
- Costs which **You** incur without **Our** written permission
- Any amount which **We** become liable to pay under Section 1 Buildings Paragraph 1 Cover m

- Loss of or **Damage** to **Money**

- Loss or **Damage** by Stealing not involving forcible and violent entry into or exit from a Building
- Property removed for sale or exhibition
- Loss or **Damage** in a furniture depository
- Loss or **Damage** caused by malicious persons or vandals
- Loss or **Damage** caused by **Storm** or Flood to property not in a Building
- Any amount exceeding 20% of the **Contents Sum Insured**
- **Accidental Damage**



# Contents

## PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:

We will not pay for:

- 
- |   |   |  |
|---|---|--|
| g | Loss of Oil<br>The cost of oil lost from the domestic heating installation following <b>Accidental Damage</b> to any part of the domestic heating installation  | - The <b>Excess</b> shown on the <b>Schedule</b>   |
| h | Clean up expenses<br>The cost of cleaning up expenses, which <b>You</b> have to pay, following the escape of oil from the domestic heating installation   | - Landscaping costs<br>- <b>Damage</b> occurring after <b>Your Home</b> has been <b>Unoccupied</b> for more than 45 consecutive days   |
| i | Jury Service<br><b>We</b> will pay <b>You</b> €50 per day for each day <b>You</b> attend at court for jury service as long as <b>You</b> give <b>Us</b> satisfactory written proof of <b>Your</b> jury service<br><br>The <b>Excess</b> shown in <b>Your Schedule</b> is not applicable   |  |
| j | Wedding Gifts<br>The cost of replacing wedding gifts if they are lost or damaged by any cause insured under this Section, while in <b>Your Home</b> for a period of one month before and one month after the wedding day of <b>You</b> or a member of <b>Your Household</b>   | - Loss or <b>Damage</b> which <b>You/Your Household</b> are covered for under another contract of insurance  |
| k | Christmas Gifts<br>The cost of replacing Christmas Gifts if they are lost or damaged by any cause insured under this Section while in <b>Your Home</b> during the months of December and January  |  |
| l | Unauthorised use of Credit Cards<br>Financial loss resulting from the unauthorised use of bank cash cards, debit cards, charge, cheque and/or credit cards, anywhere within the <b>Geographical Limits</b> and Worldwide up to 60 days in any one <b>Period of Insurance</b>  | - Losses not reported to the issuing organisation within 24 hours of discovery of the loss<br>- Losses occurring due to the credit card(s) not being used in accordance with the conditions of use of the issuing organisation.        |
| m | Visitors Personal Effects<br>Loss or <b>Damage</b> to <b>Personal Effects</b> belonging to visitors not more specifically insured by another policy   | - Property owned by paying guests  |
| n | Moving House<br>Loss or <b>Damage</b> to <b>Contents</b> in transit by land from <b>Your Home</b> for permanent removal to another <b>Home</b> within the <b>Geographical Limits</b> by professional removal contractors  | - Loss or <b>Damage</b> to china, glass, earthenware and other items of a brittle nature unless they have been packed by professional packers<br>- Loss or <b>Damage</b> to <b>Contents</b> in or in transit to or from any depository |
| o | Fire Brigade Charges<br>The cost of the charges levied on <b>You</b> by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as the result of any incident involving fire affecting the <b>Contents</b> in circumstances which give rise to a valid claim under this <b>Policy</b> | - Any amount which <b>We</b> are required to pay under Section 1 Buildings Paragraph 2 Additional Cover d  |
-

# Contents

## PARAGRAPH 2 - ADDITIONAL COVER

---

We also provide cover against:

We will not pay for:

- The **Excess** shown on the **Schedule**

---

p Fatal Accident Benefit

The accidental death of **You** and/or **Your** spouse or de facto spouse permanently residing in **Your Home** as a result of:

- i fire, lightning, explosion
  - ii assault by thieves in the **Buildings** or on the street
  - iii travelling as a fare paying passenger in a train, bus, licensed taxi, hackney or airplane where death occurs within three calendar months of when the injuries occurred
- 

## PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 2

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### Index Linking

The **Contents Sum Insured** may be adjusted monthly in accordance with the Durable Household Goods Section of the Consumer Price Index. No additional premium will be charged for these adjustments between the anniversary dates of **Your Policy**, but the renewal premium will be calculated on the revised **Sum Insured** as appropriate.

These adjustments may not be sufficient for your needs and therefore you should not rely on this alone to ensure **Your Contents Sum Insured** is adequate. **You** should periodically review **Your** own **Sums Insured**.

# Contents

## PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 2

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Following insured **Damage**, **We** will settle **Your** claim as explained below:

- 1 Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair
  - 2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality  
Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**
  - 3 Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value
  - 4 **We** will make a deduction for wear, tear and depreciation in respect of the following items:
    - clothing, furs, household linen & fabrics
    - floor coverings
    - TV, audio, video, personal computer, recording equipment and ancillary material including CDs, tapes, records and software
  - 5 Under Insurance Clause  
If at the time of the loss or **Damage** the **Sum Insured** is less than the cost of replacing all the **Contents** as new less an allowance for wear and tear **We** will pay only for the proportion of the loss or **Damage** which the **Sum Insured** bears to such cost.
- 

### Maximum Amount Payable

The maximum amount payable in respect of any one incident (less any **Excess**) is:

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1	<b>Contents</b>	- <b>The Contents Sum Insured</b> shown in the <b>Schedule</b> subject to the following limits: - <b>Business Equipment</b> €4,000 - <b>Money</b> €400 - <b>Satellite Aerials</b> €700
2	Deep Freezer Contents	- €2,000
3	Rent and Alternative Accommodation	- 20% of <b>Contents Sum Insured</b>
4	Door Locks	- €700
5	<b>Contents</b> in the Garden	- €1,000
6	Title Deeds	- €700
7	Clean Up Expenses	- €2,000
8	Jury Service	- €700
9	Wedding Gifts	- An additional 10% of the <b>Contents Sum Insured</b>
10	Christmas Gifts	- An additional 10% of the <b>Contents Sum Insured</b>
11	Credit Cards	- €1,275
12	Visitors <b>Personal Effects</b>	- €700
13	Fire Brigade Charges	- €2,000
14	Fatal Accident Benefit	- €5,000
15	High Risk Items	- 50% of <b>Contents Sum Insured</b> - Single Article Limit - 10% of <b>Contents Sum Insured</b>
16	Contents temporarily removed	- 20% of <b>Contents Sum Insured</b>

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The Contents Sum Insured will not be reduced following payment of a claim

# Contents

## PARAGRAPH 5 - THIRD PARTY LIABILITY

Insurance is provided for any amounts which **You** or any member of **Your Household** become legally liable to pay in respect of:

- Accidental bodily injury, death, disease or illness of any person arising:
  - a as **Occupiers** (but not owners) of the **Buildings** or the land belonging to the **Home**
  - b in any other personal capacity
  - c as an employer of any **Domestic Employee** in the Republic of Ireland or Worldwide during a temporary visit
- Accidental loss of or **Damage** to property arising:
  - a as **Occupiers** (but not owners) of the **Buildings** or the land belonging to the **Home**
  - b in any other personal capacity
  - c as an employer of any **Domestic Employee** in the Republic of Ireland or Worldwide during a temporary visit

Limit

**We** will pay:

up to €3,000,000 in connection with any one incident inclusive of any costs, expenses and solicitors' fees which **You** have to pay, provided **We** confirm **Our** agreement in writing

**We** will not pay for liability arising directly or indirectly from:

- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees**
- Loss of or **Damage** to property owned or in the custody or control of any member of **Your Household**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household** other than the provision in **Your Home**
  - i a child minding service for up to 2 children
  - ii accommodation for up to 6 paying guests
- The transmission of any communicable/transmissible/infectious disease by any member of **Your Household**
- **Bodily Injury**, death, disease or illness or fear of suffering **Bodily Injury**, death, disease or illness arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**
- Accidental loss or **Damage** to property arising out of actual or suspected exposure to **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**
- The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, Asbestos Dust** or **Asbestos Containing Materials**
- Injury, death, disease or illness (other than to a **Domestic Employee**) or **Damage** arising out of
  - i the ownership of land or Buildings by any member of **Your Household**
  - ii the occupation of land or Buildings by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Home**
  - iii the use of horses other than at **Your Home**
  - iv mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jet ski, aircraft (other than model aircraft), trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**

# Contents

## GENERAL EXCLUSIONS TO PARAGRAPH 5 (continued)

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**We** will not pay for liability arising directly or indirectly from:

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- v ownership, possession, use or discharge of firearms other than Sporting Guns where **You** or any member of **Your Household** is currently authorised by a Firearm Certificate granted under the Firearms Act 1925 and / or subsequent Act(s) in respect of each firearm possession, use or carriage and such firearm(s) are stored separately from ammunition in a safe designed for such use and stored and used solely by **You** or carried by an adult authorised by **You**
- vi ownership, possession or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereon if such ownership, possession or use is not in accordance with the provisions of such regulations
- vii the ownership possession or use of any Bouncing Castle, inflatable game or Trampoline in or about the **Buildings** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended or supervised by an adult whilst in use and that any compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and that the stays or support of such items are anchored adequately at least 2 metres from the item
- viii the ownership possession or use of swimming pool, hot tub, spa or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cutoff switch and when not in use the swimming pool, hot tub, spa or Jacuzzi is protected or covered
- ix Any incident(s) where **We** may become legally liable to pay under Section 1 Buildings Paragraph 5 or Section 5 Caravan / Mobile Home Paragraph 3 or Section 6 Home Office Paragraph 3

If **You** or a member of **Your Household** claiming should die, **You**/their legal personal representatives will have the protection of this Cover.

(The Conditions and Exclusions which apply to your whole policy are shown on pages 59 - 65)

**All words in bold text are defined on pages 53-57**

# Contents

## PARAGRAPH 6 - TENANTS LIABILITY FOR DAMAGE

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If **You** are a tenant of **Your Home** and not the owner or landlord, **We** will pay all sums which **You** are liable to pay under the terms of **Your** tenancy agreement for:

**We will not pay for:**

- a Buildings  
**Damage** to the **Buildings** by any cause insured in Section 2 - Contents - Paragraph 1 - Cover
- b Decorations and Fixtures  
**Damage** to internal decorations or landlords fixtures and fittings of the **Buildings** by any cause insured in Section 2 - Contents - Paragraph 1 - Cover
- c Underground Services  
**Accidental Damage** to cables or underground services supplying the **Buildings**
- d Glass and Sanitary Ware  
Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops, washbasins, pedestals, shower cubicles, baths, sinks, lavatory pans and other sanitary ware in the **Buildings**

- Loss or **Damage** caused by Fire, **Subsidence**, **Ground Heave** of the site beneath the **Buildings**, or **Landslip**
- Loss or **Damage** to property owned by **You** or any member of **Your Household**

The Maximum Amount Payable in respect of any one incident is 20% of the **Contents Sum Insured** in any one **Period of Insurance**

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## **Section 3**

# **Personal Possessions Outside The Home**

**A Unspecified Valuables**

**B Specified Items**

# Section 3 – Personal Possessions Outside the Home

## PARAGRAPH 1 - COVER

This cover does not apply unless shown on The Schedule.

Only paragraphs shown in the schedule are covered.

### A. UNSPECIFIED VALUABLES, CLOTHING AND PERSONAL EFFECTS, PERSONAL MONEY AND SPORTS EQUIPMENT

The **Sum Insured** for this Section and the maximum amount payable in respect of any one item is shown on the **Policy Schedule**

**We insure:**

Property owned by any member of **Your Household** or for which they are responsible anywhere within the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance**.

a Accidental loss of or **Damage** to **Valuables**, Clothing and **Personal Effects**

b Loss of **Money** used or held solely for private, social or domestic purposes

c Accidental loss of or **Damage** to sports equipment owned by members of **Your Household** or for which they are responsible

**We will not pay for:**

- The **Excess** shown in the **Schedule**

- Any article used or held for business or professional purposes
  - Contact lenses, mobile phones, laptops, hearing aids, china, glass, porcelain articles and items of a brittle nature, household goods and domestic appliances
  - Any loss or **Damage** exceeding €400 in respect of a **Pedal Cycle** or any loss or **Damage** to any **Pedal Cycle** for which cover is provided under Section 4 of this **Policy**
  - Musical instruments used or held for business or professional purposes
  - Loss of tone of musical instruments or the cost of replacing broken strings or drum skins or **Damage** caused by scratching, denting or bruising of such instruments
  - Camping equipment
  - External television satellite receiving equipment
- 
- Securities, certificates (other than savings certificates and documents) of any kind
  - Depreciation in value of **Money**
  - Loss of **Money** caused by errors or omissions in payments, receipts or book-keeping
  - Loss of **Money** not reported to the Gardai or local Law Enforcement Agency within 24 hours of discovery
  - Loss of **Money** used or held for business or professional purposes
- 
- Motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and their respective parts or accessories
  - Living creatures
  - Loss or **Damage** while taking part in organised racing (other than on foot) or professional sports
  - Loss or **Damage** to equipment whilst in use

# Personal Possessions Outside the Home

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## B. SPECIFIED ITEMS

We insure:

Accidental loss of or **Damage** to items specified in the **Schedule** and owned by any member of **Your Household** or for which they are responsible anywhere in the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance**

We will not pay for:

- The **Excess** shown in the **Schedule**
- Any article used or held solely for business or professional purposes
- **Pedal Cycles**
- Follow on charges associated with mobile phones

---

## GENERAL EXCLUSIONS TO SECTION 3

We will not pay for:

- **Damage** caused by cleaning, repairing, restoring or renovating
- **Damage** solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages
- Loss or **Damage** caused by nationalisation or confiscation by any authority
- Loss by deception unless it is only entry into **Your Home** that is gained by deception
- Loss or **Damage** by stealing from a **motor vehicle**, unless the property is concealed within a glove compartment, or locked boot, following forcible and violent entry into a securely locked vehicle

---

## PARAGRAPH 2 - INFLATION PROTECTION FOR SECTION 3

### Index Linking

The **Personal Possessions Sum Insured** may be adjusted monthly in accordance with the Durable Household Goods Section of the Consumer Price Index. No additional premium will be charged for these adjustments between the anniversary dates of **Your Policy**, but the renewal premium will be calculated on the revised **Sum Insured** as appropriate.

These adjustments may not be sufficient for your needs and therefore you should not rely on this alone to ensure **Your Personal Possessions Sum Insured** is adequate. **You** should periodically review **Your** own **Sums Insured**.

# Personal Possessions Outside the Home

## PARAGRAPH 3 - CLAIMS SETTLEMENT FOR SECTION 3

---

Provided the loss or **Damage** is covered under **Your Policy**, **We** will settle **Your** claim as explained below subject to the maximum amount payable.

- 1 a Where the **Damage** can be economically repaired, including clothing, **We** will either arrange or authorise repair
  - b Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality  
Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**
  - c Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value
  - d Where **We** have offered repair or replacement, but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced
- 2 **We** may make a deduction for wear, tear and depreciation for clothing

### Maximum Amount Payable

The maximum amount payable in respect of any one incident (less any **Excess**) is:

- |  |  |
|--|--|
| 1 Unspecified <b>Valuables</b> , Clothing,<br><b>Personal Effects</b> and Sports Equipment | - The <b>Sum Insured</b> subject to a maximum amount as outlined on the <b>Policy Schedule</b> in respect of any one item except for |
| 2 <b>Pedal Cycles</b>  | - €400   |
| 3 <b>Money</b>   | - €400   |
| 4 <b>Specified Items</b>   | - The <b>Sum Insured</b>   |
-





# Section 4

## Pedal Cycles

# Section 4 – Pedal Cycles

This cover does not apply unless shown on the Schedule

## PARAGRAPH 1 - COVER

We insure:

Accidental loss of or **Damage to Pedal Cycles** anywhere within the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance**

We will not pay for:

- The **Excess** shown in the **Schedule**
- Stealing of the **Pedal Cycle** or parts of the **Pedal Cycle** or accessories whilst outside the boundaries of the land belonging to **Your Home** unless the **Pedal Cycle** is in a locked building or has been immobilised by a security device
- Loss or **Damage** while the **Pedal Cycle** is being used for racing
- Loss or **Damage** to tyres or accessories unless the **Pedal Cycle** is lost or damaged at the same time
- **Damage** caused by cleaning, repairing, restoring or renovating
- Loss or **Damage** caused by nationalisation or confiscation by any authority
- **Damage** solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages
- Any amount payable in respect of loss or **Damage to Pedal Cycles** for which **We** make a payment under Section 3 Personal Possessions Outside the Home Paragraph 1 Cover a Unspecified Valuables, Clothing and Personal Effects, Personal Money and Sports Equipment
  - a) Accidental loss or **Damage to Valuables**, clothing and **Personal Effects**

## PARAGRAPH 2 - INFLATION PROTECTION FOR SECTION 4

### Index Linking

The **Pedal Cycle Sum Insured** may be adjusted monthly in accordance with the Durable Household Goods Section of the Consumer Price Index. No additional premium will be charged for these adjustments between the anniversary dates of **Your Policy**, but the renewal premium will be calculated on the revised **Sum Insured** as appropriate.

These adjustments may not be sufficient for your needs and therefore you should not rely on this alone to ensure **Your Pedal Cycle Sum Insured** is adequate. **You** should periodically review **Your own Sums Insured**.



# Pedal Cycles

## PARAGRAPH 3 - CLAIMS SETTLEMENT FOR SECTION 4

---

Provided the loss or **Damage** is covered under **Your Policy**, **We** will settle **Your** claims as explained below subject to the maximum amount payable.

- 1 Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair
- 2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will arrange or authorise replacement with an item of similar quality  
Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**
- 3 Where **We** are unable to economically repair, or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value
- 4 Where **We** have offered repair or replacement, but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced

### Maximum Amount Payable

The maximum amount payable in respect of any one **Pedal Cycle** for which cover is specifically advised to and agreed by **Us** is the **Sum Insured** (less any **Excess**)

---



## **Section 5**

# **Caravan / Mobile Home**

# Section 5 – Caravan/Mobile Home

This cover does not apply unless shown on the Schedule

## PARAGRAPH 1 - COVER

We insure the **Caravan** against:

- 1 Loss of or **Damage** within the Republic of Ireland and while temporarily elsewhere, but within the **Geographical Limits** (including transit between ports) in **Your** custody or control provided that the period for which **You** are outside the Republic of Ireland, does not exceed 60 days in any one **Period of Insurance**
- 2 If there is Loss or **Damage** which is insured by this Section, **We** will pay the **Reasonable** cost of:
  - i) protection and removal to the nearest suitable repairers
  - ii) delivery to **Your Home** address or to the **Caravan's** permanent site within the Republic of Ireland
- 3 **Loss of Use**
  - i) the **Reasonable** cost of hiring another **Caravan** or other alternative accommodation
  - ii) cost of hiring charges for bookings **You** have paid prior to the loss or **Damage**
- 4 **Salvage Charges**

All **Reasonable** costs and expenses which **You** have to pay to reduce or avoid a loss which would have resulted in a claim under this Section during the course of any sea transit

**We** will not pay for:

- The **Excess** shown in the **Schedule**
- Loss or **Damage** while the **Caravan** is on a site away from **Your home** for more than 30 days caused by overturning of the **Caravan** by **Storm** or flood unless it is securely anchored to the ground at all four corners of the chassis
- Loss or **Damage** while the **Caravan** is being used in any motor sport
- Loss or **Damage** while the **Caravan** is used as a permanent residence
- Loss or **Damage** occurring while the **Caravan** is let out on hire
- Loss or **Damage** caused by **Storm** to the tent of a trailer tent or any awning
- Loss or **Damage** caused by seepage of water into the **Caravan** through seams or seals
- Loss or **Damage** caused deliberately by any member of **Your Household** or any person having use of the **Caravan**
- **Damage** to tyres by application of brakes or by road punctures, cuts or bursts
- Loss or **Damage** to furniture, furnishings or utensils caused by malicious **Damage** or stealing while the **Caravan** is left unattended unless the loss or **Damage** occurred when **Your Caravan** was locked
- The costs of repairing mechanical, electrical, electronic or computer failures or breakdowns or breakages

## PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 5

Provided the loss or **Damage** is covered under **Your Policy**, **We** will settle **Your** claim as explained below subject to the maximum amount payable

- 1 **We** will pay the cost of work carried out in repairing or replacing the damaged parts of the **Caravan**
- 2 If the **Caravan** is lost or damaged beyond economical repair:
  - i) within 12 months of **Your** having purchased it new, **We** will pay the cost of replacement as new, or at **Our** option, **We** will replace as new
  - ii) Otherwise than in i) **We** will pay the market value
- 3 If **We** know that the **Caravan** is the subject of a hire purchase agreement, **We** will pay the owner whose receipt shall be a full discharge
- 4 For furniture, furnishings, utensils and household linen, **We** will pay the cost of replacement as new, or at **Our** option, **We** will replace as new except for:
  - i) household linen where a deduction for wear and tear will be made
  - ii) items that can be economically repaired (including household linen) where the cost of repair will be paid

By household linen **We** mean towels, bed and table linen  
Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**

# Caravan/Mobile Home

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## PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 5 (continued)

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### Maximum Amount Payable

The maximum amount payable in respect of any one incident less any **Excess** is:

1. <b>Caravan</b>	The <b>Sum Insured</b> unless claims settlement 2 i) applies
2. Removal and delivery	- €320
3. Loss of use	- €15 per day subject to €200 in total
4. Salvage Charges	- No limit
5. Contents (excluding barbecues) in a securely locked outbuilding located at the <b>Caravan's</b> permanent site	- €750

The **Excess** shown in **Your Schedule** does not apply to 2 or 3 above.

**Sums insured** will not be reduced following payment of a claim.

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## PARAGRAPH 3 - THIRD PARTY LIABILITY

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**You** are insured for any amounts which **You** or any member of **Your Household** become legally liable to pay in respect of:

- Accidental **Bodily Injury**, death, disease or illness of any person arising out of the ownership, possession or use of the **Caravan**
- Accidental loss of or **Damage** to property arising out of the ownership, possession or use of the **Caravan**

**We** will also cover the legal liability of any other person who is using or has custody of the **Caravan** with **Your** permission provided such liability is not insured elsewhere

### Limit

**We** will pay:

up to €3,000,000 in connection with any one incident inclusive of any costs, expenses and solicitors' fees which **You** have to pay, provided

**We** confirm **Our** agreement in writing

**We** will not pay for liability arising directly or indirectly from:

- Injury, death, disease or illness of any member of **Your Household**
- Loss of or **Damage** to property owned, occupied or in the custody or control of any member of **Your Household**
- A **Caravan** which is used as a permanent dwelling or on hire
- Towing during hire
- An agreement unless the liability would have existed without the agreement
- Injury, death, disease, illness or **Damage** arising from **Your** profession or business
- Injury, death, disease, illness or **Damage** arising from any mechanically propelled vehicle, by which the **Caravan** is being towed or transported
- Injury to any person in **Your** employment
- use of the **Caravan** for commercial purposes
- use of the **Caravan** for which insurance is compulsory under the Road Traffic Acts
- Any incident(s) where **We** may become legally liable to pay under Section 1 Buildings Paragraph 5 or Section 2 Contents Paragraph 5 or Paragraph 6 or Section 6 Paragraph 3



# **Section 6**

## **Home Office**

# Section 6 – Home Office

This cover does not apply unless shown on the Schedule

## PARAGRAPH 1 - COVER

The cover provided under Paragraph 1 - Section 2 - Contents extends to include Office **Contents** in **Your Home** or its domestic outbuildings

**We** will not pay for:

- The **Excess** shown in the **Schedule**
- Loss or **Damage** unless force is used to gain entry into or exit from **Your Home** or its domestic outbuildings
- Any loss or **Damage** specifically excluded elsewhere in Section 2 - Contents

## PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 6

Following insured **Damage**, **We** will settle **Your** claim as explained below:

- 1 Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair
- 2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality.  
Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**
- 3 Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value
- 4 Where **We** have offered repair or replacement, but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced
- 5 For clothing and household linen, **We** may make a deduction for wear, tear and depreciation.  
By household linen **We** mean towels, bed and table linen
- 6 If the **Contents Sum Insured** is less than the cost of replacing all the **Contents** as new, **We** may make a deduction for wear, tear and depreciation on all items

### Maximum Amount Payable

The maximum amount payable in respect of any one incident is 20% of the **Contents Sum Insured** (less any **Excess**)

## PARAGRAPH 3 - THIRD PARTY LIABILITY

Insurance is provided for any amounts which **You** or any member of **Your Household** become legally liable to pay in respect of:

**We** will not pay for liability arising directly or indirectly from:

- Accidental Bodily Injury, death, disease or illness of any person arising directly from the use of **Your Home** or its domestic outbuildings as an office
- Accidental loss of or **Damage** to property arising directly from the use of **Your Home** or its domestic outbuildings as an office
- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees**
- Loss of or **Damage** to property owned by or in the custody or control of any member of **Your Household**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household** except as stated in this Section
- The transmission of any communicable/ transmissible/ infectious disease by any member of **Your Household**
- The dispensing of any medicine

### Limit

**We** will pay:

up to €3,000,000 in connection with any one incident inclusive of any costs, expenses and solicitors fees which **You** have to pay, provided **We** confirm **Our** agreement in writing



# Home Office

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## GENERAL EXCLUSIONS TO PARAGRAPH 3 (continued)

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**We** will not pay for liability arising directly or indirectly from:

- The exercise of professional skills associated with professional qualifications
- Injury, death, disease or illness (other than to a **Domestic Employee**) or **Damage** arising out of
  - i the ownership of land or **Buildings** by any member of **Your Household**
  - ii the occupation of land or buildings by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Home**
  - iii the use of horses other than at **Your Home**
  - iv mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jet ski, aircraft, (other than model aircraft), trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**
  - v ownership, possession, use or discharge of firearms, other than sporting guns where **You** or any member of **Your Household** is currently authorised by a Firearm Certificate granted under the Firearms Act 1925 and/or subsequent Act(s) in respect of each firearm possession, use or carriage and such firearm(s) are stored separately from ammunition in a safe designed for such use and stored and used solely by the Policyholder or carried by an adult authorised by the Policyholder
  - vi ownership, possession, or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereon if such ownership, possession or use is not in accordance with the provisions of such regulations
- Any incident(s) where **We** may become legally liable to pay under Section 1 Buildings Paragraph 5 or Section 2 Contents Paragraph 5 or Paragraph 6, Section 5 Caravan / Mobile Home Paragraph 3

If **You** or a Member of **Your Household** claiming should die, **You**/their legal personal representatives will have the protection of this Cover.

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(The Conditions and Exclusions which apply to your whole policy are shown on pages 59 - 65)  
All words in bold text are defined on pages 53-57



## **Section 7**

# **Personal Accident**

# Section 7 – Personal Accident

The undemoted benefits will be paid in the event of **You** or **Your** spouse/defacto spouse sustaining **Bodily Injury** which within 365 days is the sole cause of any of the injuries specified below in any **Period of Insurance**

## BENEFITS

1. Death (accidental)	- €50,000
2. <b>Loss of Limb</b> or <b>Loss of Eye</b>	- €50,000
3. Loss of 2 or more limbs or both eyes or one of each	- €50,000
4. <b>Permanent Disability</b> (from all gainful employment)	- €50,000

**We** will not pay for any **Bodily Injury** sustained:

- a) whilst driving with more than the legally permitted level of alcohol in the blood
- b) whilst engaging in aviation except **Air Travel**
- c) as a result of or which is contributed to by the taking of a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction
- d) as a result of attempting or committing suicide
- e) whilst engaging in or practising for any of the **Excluded Activities**
- f) which is the result of or is contributed to by
  - i) the pregnancy (including childbirth) of **You** or **Your** spouse/defacto spouse
  - ii) **Bodily Injury** which is the result of a gradually operating cause
- g) which is directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivative or variations thereof however caused

## CLAIMS SETTLEMENT FOR SECTION 7

### a) Notification

**You** must notify **Us** in writing as soon as possible after any accident which may entitle **You** to claim under this **Policy**

### b) Medical Evidence

**You** must produce for **Us** at **Your** own expense any medical certificates and other evidence which **We** may require. In addition if necessary **You** or **Your** spouse/defacto spouse must submit to medical examination at **Our** expense as frequently as **We** require in connection with any claim

### c) Policy Benefits

**We** will not pay in respect of **You** or **Your** spouse/defacto spouse under more than one of Benefits 1 to 4 in connection with the same accident

### d) Multiple Accidents

If an accident happens which gives rise to a claim under Benefits 1 to 4 of this **Policy** **We** will not cover any further accidents to **You** or **Your** spouse/defacto spouse

### e) Loss of Limb or Loss of Eye Claims

**Loss of Limb** or **Loss of Eye** must be proved to **Our Reasonable** satisfaction to be permanent and without expectation of recovery before **we** will pay Benefit 2 or 3.

### f) Disappearance

In the event of the disappearance of **You** or **Your** spouse/defacto spouse if after a suitable period of time it is **Reasonable** to believe that **You** or **Your** spouse/defacto spouse has died as a result of accidental **Bodily Injury** the Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong the payment under Benefit 1 shall be refunded to **Us**

### g) Interest

Interest will not be added to any amount payable





# Definitions of terms used in Your Policy

# Definitions

Any word listed under “DEFINITIONS” will carry the same meaning wherever it appears in Your Policy in bold print:

Definitions are listed in Alphabetical Order

<b>Accidental Damage</b>	<b>Damage</b> immediately caused by external means other than a deliberate act of the <b>Policyholder</b>
<b>Air Travel</b>	Means boarding, travelling in or alighting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew for the purposes of carrying out work in the aircraft
<b>Asbestos</b>	<b>Asbestos</b> shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials
<b>Asbestos Containing Materials</b>	<b>Asbestos Containing materials</b> shall mean any material containing <b>Asbestos</b> or <b>Asbestos Dust</b>
<b>Asbestos Dust</b>	<b>Asbestos Dust</b> shall mean fibres or particles of <b>Asbestos</b>
<b>Betterment</b>	Increase in value following repair or replacement
<b>Bodily Injury</b>	<b>Bodily Injury</b> resulting solely and directly from accidental outward violent and visible means (including as the direct result of exposure to the elements) and does not include sickness or disease or any naturally occurring condition or degenerative process
<b>Buildings</b>	The <b>Home</b> and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges, fences, aerials, satellite aerials and fittings and masts, including landlords fixtures and fittings to the building, fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their <b>Integrated Appliances</b> all on the same site
<b>Business Equipment</b>	Computers, keyboards, visual display units and printers, word processing equipment, desk top publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by <b>You</b> or any member of <b>Your Household</b> but excluding <b>Business Equipment</b> otherwise insured
<b>Caravan</b>	Any caravan, trailer tent or mobile home including its fixtures, fittings, furniture, furnishings and utensils owned by any member of <b>Your Household</b> and described in the <b>Schedule</b> used solely for social, domestic and pleasure purposes
<b>Contents</b>	All property including <b>Business Equipment, Valuables, Clothing, Personal Effects</b> and <b>Money</b> in <b>Your Home</b> or its domestic outbuildings, garages or greenhouses owned by any member of <b>Your Household</b> or for which they are responsible  Fixtures and fittings for which <b>You</b> are responsible as occupier of the <b>Buildings</b> including aerials, satellite aerials and their fittings and masts  Visitors and <b>Domestic Employees Personal Effects</b> not otherwise insured  Property Not Covered: <ul style="list-style-type: none"> <li>- <b>Buildings</b> including fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances unless insured as part of <b>Tenant's Improvements</b> or <b>Owner's Improvements</b> (Apartment) cover</li> <li>- <b>Caravans</b>, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories or parts</li> <li>- Plants, trees and shrubs in the garden</li> </ul>



# Definitions

- Living creatures
- **Money** and stamps belonging to resident **Domestic Employees** or paying guests
- Securities, certificates (other than savings certificates and documents)
- Property other than **Business Equipment** used or held for business or professional purposes
- Property more specifically insured by another **Policy**

<b>Damage</b>	Physical harm immediately caused by an insured peril
<b>Domestic Employees</b>	Any person under a contract of service with <b>You</b> which is solely for private domestic duties including gardeners, persons carrying out repair work, other temporary or casual employees, other than contractors or persons engaged solely for the purposes of demolition, non maintenance alterations, extensions, redecoration or renovations to any part of the <b>Home</b>
<b>Endorsement</b>	An amendment to <b>Your Policy</b>
<b>Excess</b>	<p>The amount shown in <b>Your Schedule</b> which <b>You</b> pay for any one incident resulting in a claim</p> <p>If claims are made under two or more Sections for loss or <b>Damage</b> resulting from the same cause at the same time, only one <b>Excess</b> will be deducted from the total amount of the claim payment</p> <p>If the total amount of the claim is greater than the limit of the <b>Sum Insured</b> in respect of such claim the <b>Excess</b> will be deducted from such limit</p>
<b>Excluded Activities</b>	Means aqualung or scuba diving, bungee jumping, flying, football other than soccer as an amateur, hand-gliding, hunting on horseback, hurling, motor competitions, motorcycling as a rider or passenger, mountaineering or cliff or rock climbing, parachuting, pot-holing, racing other than on foot or in dinghies, using power driven woodworking machinery in connection with business or occupation, winter sports other than curling or skating
<b>Fees</b>	<p>Architects, surveyors and other professional fees which <b>You</b> have to pay in connection with repairing or reinstating the <b>Buildings</b></p> <p>Fees not covered:</p> <ul style="list-style-type: none"> <li>- Those which <b>You</b> have to pay to prepare a claim</li> <li>- Those which <b>You</b> incur without <b>Our</b> permission</li> </ul>
<b>Geographical Limits</b>	Member States of the European Union
<b>Ground Heave</b>	Upward movement or expansion of the site on which the <b>Building</b> stands due to the removal of load from it or to actions within the site itself
<b>High Risk Items</b>	Television, personal computer, audio and video equipment, jewellery and articles of precious metal, clocks, watches, photographic equipment, furs, pictures, works of art, curios and collections.
<b>Home</b>	The house, bungalow or self-contained purpose built apartment at the address shown in the <b>Schedule</b> used solely as <b>Your Household's</b> main private dwelling other than for occasional business use as described in <b>Your Policy</b>
<b>Integrated Appliances</b>	Devices designed for a specific task which are fixed to or form part of the <b>Buildings</b> or are fittings to the <b>Buildings</b>
<b>Landslip</b>	Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground

# Definitions

<b>Local Authority Requirements Buildings</b>	<p>The additional costs <b>You</b> have to pay to meet <b>Local Authority Requirements</b> when repairing or reinstating <b>Damage</b> to the</p> <p>Costs not covered:</p> <ul style="list-style-type: none"> <li>- Any cost for complying with requirements or regulations of which <b>You</b> are aware before the loss or <b>Damage</b> occurred</li> </ul>
<b>Loss of Eye</b>	Means total and irrecoverable loss of sight in one or both eyes
<b>Loss of Limb</b>	Means loss of one or more limbs. In the case of a lower limb, loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot. In the case of an upper limb, loss by physical severance of entire four fingers or permanent total loss of use of an entire arm or hand
<b>Material Fact</b>	Any information or circumstance concerning <b>You</b> , the cover or the property to be insured which may affect the Terms or Conditions or premium payable in respect of the Insurance. If <b>You</b> are in any doubt as to whether the information may be material such information should be disclosed
<b>Money</b>	<p>Cash, bank and currency notes, cheques, money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens</p> <p>Property not covered:</p> <ul style="list-style-type: none"> <li>- Securities and certificates (other than savings certificates and documents)</li> <li>- Promotional vouchers, lottery and raffle tickets</li> <li>- Money held for business or professional purposes</li> </ul>
<b>Motor Vehicle</b>	Any mechanically or electrically propelled or assisted conveyance, except ride-on lawnmowers or invalid wheelchairs
<b>Owners Improvements (Apartment)</b>	Alterations or additional work carried out to the <b>Buildings</b> by <b>You</b> as owner of an apartment for which cover under Section 1 has been separately agreed by <b>Us</b> provided the <b>Sum Insured</b> in respect of such parts of the <b>Building</b> is added to the <b>Sum Insured</b> of the <b>Contents</b> insured by this <b>Policy</b> .
<b>Pedal Cycles</b>	Any Pedal Cycle, including accessories attached to the cycle, specified in the <b>Schedule</b> or covered under paragraph 1 - Cover A unspecified valuables, clothing and effects, personal effects, personal money and sports equipment and owned by any member of <b>Your Household</b> or for which they are responsible
<b>Period of Insurance</b>	The period starting and ending on those dates shown in <b>Your Schedule</b> and for any following period but only if <b>We</b> accept <b>Your</b> renewal premium
<b>Permanent Disability</b>	Means permanent total disablement from gainful employment of any and every kind. Such disablement proved to <b>Our Reasonable</b> satisfaction to be permanent without any expectation of recovery
<b>Personal Effects</b>	Property normally worn, carried or used about the person in everyday life
<b>Personal Possessions</b>	<b>Valuables, Personal Effects</b> , sports equipment and clothing belonging to <b>You</b> or for which <b>You</b> are responsible
<b>Policy</b>	The documents consisting of <b>Your Proposal</b> , this policy booklet, <b>Your Schedule</b> and any <b>Endorsements</b>
<b>Proposal</b>	Any information which describes <b>You</b> , any details specific to <b>You</b> or the property and all material information relevant to the cover which <b>You</b> have requested, supplied by <b>You</b> or on <b>Your</b> behalf
<b>Reasonable</b>	Using sound or moderate judgement without making unfair demands

# Definitions

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<b>Removal of Debris</b>	Any amount <b>We</b> agree to pay for removing debris, demolishing, propping or shoring up parts of the <b>Buildings</b> which have been damaged
<b>Schedule</b>	The document which describes <b>You</b> and the <b>Sum Insured</b> and any details of <b>Your Policy</b> that are specific to <b>You</b>
<b>Settlement</b>	The downward movement of the site on which the <b>Buildings</b> stands due to the application of superimposed loading from the <b>Buildings</b>
<b>Storm</b>	A violent atmospheric disturbance with strong winds which is capable of causing <b>Damage</b> to a building which is in sound condition and good repair
<b>Subsidence</b>	The downward movement of a site on which the <b>Buildings</b> stands, from causes unconnected with loading from the <b>Buildings</b>
<b>Sum Insured</b>	The amount for which each type of property is insured as shown in the <b>Schedule</b> or as notified to <b>You</b>
<b>Tenants Improvements</b>	Alterations or additional work carried out to the <b>Buildings</b> by <b>You</b> either under a Tenancy Agreement or otherwise, for which cover under Section 1 of the Policy has been separately agreed by <b>Us</b> provided that the <b>Sum Insured</b> in respect of such parts of the <b>Building</b> is added to the <b>Sum Insured</b> in respect of the <b>Contents</b>
<b>Unoccupied</b>	Not lived in by <b>You</b> or any member of <b>Your Household</b> or by any other person with <b>Your</b> permission
<b>Valuables</b>	Jewellery, watches, furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal
<b>We/Us/Our/ The Company</b>	RSA Insurance Ireland DAC
<b>You/Your</b>	Whoever is named in the <b>Schedule</b> as the Policyholder
<b>Your Household</b>	<b>You</b> <b>Your</b> family (including <b>Your</b> spouse or de facto spouse and all children and their spouses or de facto spouses) who normally live with <b>You</b> at the time of the loss including such persons residing in rented accommodation whilst attending full time education <b>Your</b> resident <b>Domestic Employees</b>

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# Conditions which apply to the whole Policy

# Conditions Which Apply to the Whole Policy

## 1 Notification of a Claim

**You** must notify **Us** when **You** become aware of a claim under **Your Policy** as soon as possible (Refer to page 68). If there has been stealing, attempted stealing, vandalism, loss or any malicious act, **You** must tell the Gardai or Local Law Enforcement Agency as soon as possible.

**You** must at **Your** own expense provide **Us** with all details and evidence **We** reasonably request, including written estimates and proof of ownership and value.

Do not dispose of any damaged items until **We** have had the opportunity to inspect them.

Any writs, summons, other legal documents, letters of claim or other correspondence served on **You** or any member of **Your Household** in connection with a claim must be sent to **Us** as soon as possible. **You** must not answer this correspondence without **Our** written consent. **We** will not unreasonably withhold **Our** consent.

## 2 Conduct of the Claim

**You** must give **Us** whatever information or assistance **We** reasonably request and must not admit, deny, negotiate or promise to pay any claim without **Our** written consent. **We** will not unreasonably withhold **Our** consent. **We** may enter any **Building** where loss or **Damage** has occurred and deal with the salvage but no property may be abandoned to **Us**.

## 3 Fraud

If any claim is in any respect fraudulent, or if any fraudulent means or devices are used by **You**, any member of **Your Household** or anyone acting on **Your** or their behalf to obtain benefit under **Your Policy**, then all benefits under **Your Policy** will be terminated. **We** may let the appropriate Law Enforcement authority know about the circumstances. **We** may declare the **Policy** void and **We** will be entitled to recover from **You** the amount of any claim **We** have already paid under the **Policy**.

## 4 Alteration in Risk

**You** must notify **Us** as soon as possible of any alteration in risk which materially affects **Your Policy**.

Material information would include any information on a member of **Your Household** or any special feature of **Your** property which makes losses more likely to happen or more serious if they do.

**We** may reassess **Your Policy** cover and premium following notification of material information. Failure to disclose all material information may result in the wrong terms being quoted, a claim being rejected or reduced, or **Your Policy** being invalid. Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in additional premium payable by **You** to **Us** of not more than €3, inclusive of levy, then **We** will not charge **You** in respect of such additional premium.

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in a premium due to **You** from **Us** of not more than €3, inclusive of levy, then **We** will not refund **You** in respect of such return premium.

## 5 Precautions

**You** and any member of **Your Household** must take all **reasonable** steps to prevent or minimise loss, **Damage** or accident and maintain the insured property in a sound condition and good repair.

## 6 Annual Premium Cancellation

**You** may cancel **Your Policy** by giving Bank of Ireland Insurance Services Ltd. written instructions confirming the required date of cancellation or by calling Bank of Ireland Insurance Services Ltd. on 1890 608 608. Please note calls are recorded.

**We** may cancel **Your Policy**. If **We** cancel **Your Policy**, **We** will write to **You** at **Your** last known address confirming that all cover will cease 14 days after the date of **Our** letter.

If **Your Policy** is cancelled by **You** or **Us**, **You** may be entitled to a refund of premium for any unexpired period of cover provided no claim has been made during the current **Period of Insurance**.

## 7 Monthly Premium Cancellation

**You** may cancel **Your Policy** by giving Bank of Ireland Insurance Services Ltd. written instructions confirming the required date of cancellation or by calling Bank of Ireland Insurance Services Ltd. on 1890 608 608. Please note calls are recorded. **You** should also instruct **Your Bank** to cancel **Your Direct Debit** arrangement.

In the event of **Your** default in paying any instalment on the date it becomes due all cover under this **Policy** will cease from such date.

**We** may cancel **Your Policy**.

If **We** cancel **Your Policy** **We** will write to **You** at **Your** last known address confirming

# Conditions Which Apply to the Whole Policy

## **Monthly Premium Cancellation Continued**

that all cover will cease 14 days after the date of **Our** letter.

If **Your Policy** is cancelled by **You** or **Us**, **You** may be entitled to a refund of premium for any unexpired period of cover provided no claim has been made during the current **Period of Insurance**.

If **Your Policy** is cancelled under this Condition, **We** will stop applying for **Your** monthly premium.

## **8 Other Insurance**

Where a claim is covered under **Your Policy** and this claim is covered by any other insurance, **We** will only pay **Our** rateable proportion.

This Condition does not apply to Section 7 Personal Accident.

## **9 Subrogation**

Before or after **We** pay **Your** or the member of **Your Household's** claim under **Your Policy** **You** or the member of **Your Household** must, if **We** ask **You** to, take or allow **Us** to take in **Your** or the member of **Your Household's** name, all the steps needed to enforce **Your** or the member of **Your Household's** rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.

**We** will pay any reasonable costs and expenses involved.

This Condition does not apply to Section 7 Personal Accident.





# **Exclusions which apply to the whole Policy**

# Exclusions Which Apply to the Whole Policy

We do not insure:

## 1 Matching of Items

The cost of replacing any undamaged items or parts of items forming part of a set, suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or **Damage** occurs:

- Within a clearly identifiable area or to a specific part
- Replacements cannot be matched

## 2 Existing and Deliberate Damage

- Any loss or **Damage** occurring before cover starts or arising from an event before cover starts
- Loss or **Damage** caused deliberately by **You** or any member of **Your Household** or any **Occupier of the Home**

## 3 Loss of Value

Depreciation or loss in value of property other than that specified in Section 1 – Buildings, Paragraph 4 – Claim Settlement, sub-Paragraph 2 or Section 5 Caravan Paragraph 2 claims settlement sub Paragraph 2(i) if the claim is to be settled on this basis.

## 4 Wear and Tear, Maintenance, Breakdowns and Gradually Operating Causes

- Wear and tear, rusting or corrosion
- Wet or dry rot, fungus, mildew or any other gradually operating cause
- Frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, **Storm**, flood or earthquake)
- **Damage** caused by cleaning, repairing, restoring, renovating or dyeing
- The cost of maintenance and normal decoration
- Failure of double glazing seals
- Mechanical, electrical or electronic computer failures or breakdowns or breakages
- **Damage** caused by assembling or dismantling of any apparatus

## 5 Pets, Insects and Vermin

- **Damage** caused by chewing, scratching, tearing or fouling by domestic pets for which **Your Household** is responsible
- **Damage** caused by vermin and insects

## 6 Loss by Deception

- Loss by deception unless it is only entry into **Your Home** that is gained by deception

## 7 Defective and Faulty Workmanship

- Loss or **Damage** caused by faulty workmanship
- Loss or **Damage** caused by defective design or the use of defective materials

## 8 Business Use

- Property used or held for business or professional purposes other than **Business Equipment** and Contents specified in Section 6 - Home Office.
- **Money** used or held for business or professional purposes

## 9 Money, Credit, Charge, Cheque, Debit and Cash Card Losses

- Loss of **Money** not reported to the Gardai or Local Law Enforcement Agency within 24 hours of discovery
- Losses of cards not reported to the issuing organisation within 24 hours of discovery

## 10 Consequential Losses

Consequential loss of any kind or description incurred by **You** or any member of **Your Household**

## 11 Radioactive Contamination and War Risks

Any loss of or **Damage** to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by

- a) ionising radiations or contamination by radioactivity from any irradiated 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
- c) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- d) any action in controlling, preventing, suppressing or in any way relating to c) above
- e) the release or threat of release of germs, disease or other chemicals or biological contagions or contaminants
- f) the use or threat of use of any nuclear device or radioactive substance

# Exclusions Which Apply to the Whole Policy (continued)

If **The Company** alleges that by reason of this Exclusion any liability, loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be **Yours**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 12 Sonic Bangs

Loss or **Damage** caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed

## 13 Property Excluded or More Specifically Insured

- Property more specifically insured by another Policy
- Motor vehicles, trailers, caravans (not specified in the **Schedule**), boats, vessels, hovercraft, aircraft and their respective parts or accessories other than motorised gardening equipment

## 14 Confiscation

Loss or **Damage** by delay, confiscation, detention, seizure or any attempt threat by any lawful authority

## 15 Electronic Data

Any loss **Damage** breakage or destruction to any property or consequential loss or liability directly caused by or contributed to by or arising from

- the failure or inability of any electronic equipment to correctly recognise any data, correctly capture, save, retain, manipulate, interpret or process any data information, command or instruction whether or not such had been programmed into the equipment
- interruption of or interference with data in electronic equipment resulting in the loss, destruction or corruption transmission or corruption of data
- the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like.
- unauthorised access to a system or data

### Definitions

For the purpose of this Exclusion data means information represented or stored electronically including but not limited to code series of instructions operating systems software programs and firmware

## 16 Pollution or Contamination

Any loss or **Damage** of any kind caused directly by pollution or contamination which

- a) was the result of an intentional act or
- b) was not caused by a sudden incident or
- c) did not occur during any **Period of Insurance**



# Making a Claim

# Making A Claim

## “WHAT DO I DO IF MY PROPERTY IS LOST OR DAMAGED?”

Naturally **We** hope **You** won't have any accidents or misfortune, but if **You** do, the following advice might be useful.

- Take any emergency action which may be necessary to protect **Your** property from further **Damage** e.g. switch off the gas, electricity and water. If **You** have to arrange for a contractor to carry out emergency work, please keep the repair account which **We** will need to see.
- Inform the Claims Unit at RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16. Telephone 1890 608 608, Facsimile (01) 671 7541 as soon as possible for advice on how to proceed with **Your** claim. **You** will be asked to complete a claim form and/or provide all relevant information in relation to the incident and return with the relevant estimates/valuations/receipts.
- Check **Your Policy** wording carefully, to see if the loss or **Damage** is covered. **Your Policy** lists the events (e.g. **Storm** or **Stealing**) which are covered and not covered and also any general Exclusions or Conditions which apply to **Your** whole **Policy** (see pages 57 - 64).
- Remember that **Your Policy** is not a maintenance contract and does not cover any loss or **Damage** caused by normal wear and tear - no Insurance **Policy** does. Remember too that the amount **You** are entitled to claim may be reduced if **Your** property has not been properly maintained.
- **We** have arranged a 24 hour Emergency Helpline Service to give **You** immediate access to the experts who will solve **Your** emergency.

**Call 1850 213 111 any time.**

## “I THINK I AM COVERED - WHAT DO I DO NOW?”

If the damaged item can be cleaned or repaired

- Items such as carpets, soft furnishings etc., may often be capable of being cleaned or repaired. If **You** contact **Us** by telephone we can make the necessary arrangements for specialist attention.

## “IS THERE ANYTHING ELSE I SHOULD DO?”

- Please do not dispose of damaged items before **We** have had the opportunity to inspect them.
- Report any incident involving loss, stealing, malicious **Damage** or hit and run **Damage** to the Gardai or Local Law Enforcement Agency.
- If someone is making a claim against **You** or any member of **Your Household** for any injury to them or **Damage** to their property, **You** must send **Us** full details, in writing, immediately. Any letters or legal documents **You** receive should be sent to **Us**, unanswered, without delay. It is most important that **You** leave **Us** to deal with the matter on **Your** behalf and do not get involved in any correspondence or conversation with the other person.

## “HOW WILL THE CLAIMS UNIT DEAL WITH MY CLAIM?”

**Our** aim is to deal with **Your** claim promptly, efficiently and fairly. At all times **We** will try to provide **You** with the highest standard of service. If **You** have any comment or complaint or if **Our** service has not met **Your** expectations please do let **Us** know.

Depending on the type of claim and value involved **We** may:

- Contact **You** by telephone or letter to progress **Your** claim.
- Arrange for one of **Our** claims team to personally call on **You**.
- Appoint an independent Loss Adjuster to deal with **Your** claim on **Our** behalf.

If an item is lost or damaged beyond repair, **We** have a network of suppliers who can provide a fast and efficient replacement service.







# Data Protection Notice

# Data Protection Notice

This policy is underwritten by RSA Insurance Ireland DAC. The following Notice sets out their Data Protection procedures.

RSA Insurance Ireland DAC 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.

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.

## What Does RSA do with Your Personal Data?

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

All information supplied by you will be treated in confidence by RSA and will not be disclosed to any third parties except (a) to our agents, sub-contractors and re-insurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where your consent has been received or (d) where permitted by law. In order to provide you with products and services this information will be held in the data systems of RSA or our agents or subcontractors.

RSA may pass your information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

Calls to RSA may be recorded for quality assurance or verification purposes.

## Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share information about you with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

RSA may also search these agencies and databases to:

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

## Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered.

Insurance companies share claims data:

- a. to ensure that more than one claim cannot be made for the same personal injury or property damage
- b. to check that claims information matches what was provided when insurance cover was taken out
- c. when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. RSA also reserve the right to use Insurance Link information at underwriting stage. More

# Data Protection Notice (continued)

information about Insurance Link can be found at [www.inslink.ie](http://www.inslink.ie)

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at [www.dataprotection.ie](http://www.dataprotection.ie).

Under the *Data Protection Acts 1988 and 2003* you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right, then please contact us at the address below.

## How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92.

## Consent

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above.



# Index

# Index

## A

Accidental Damage	54
- Buildings	12
- Contents	20

Aerials	12, 20, 25, 54
Aircraft	12, 20, 26, 32, 47, 54, 65
Alternative Accommodation	14, 16, 22, 25, 42
Asbestos	16, 17, 26, 54

## B

Bank Safe Deposit	22
-------------------	----

Betterment	16, 25, 34, 39, 42, 46, 54
Buildings	10-17, 20, 21-24, 26-28, 43, 47, 54
Business Equipment	21, 25, 54

## C

Cancellation	60
Caravan	17, 40-43, 47, 54, 64
Christmas Gifts	3, 23, 25
Claims Settlement	
- Buildings	15, 16

- Contents	25
------------	----

- Personal Possessions	34
------------------------	----

- Pedal Cycles	39
----------------	----

- Caravan	42, 43
-----------	--------

- Home Office	46
---------------	----

- Personal Accident	50
---------------------	----

Clothing	4, 25, 32, 34, 38, 46, 54, 56
----------	-------------------------------

Conditions	
- Policy	58-61

Contact Lenses	4, 32
----------------	-------

Contents in the Garden	22, 25
------------------------	--------

Credit Cards	23
--------------	----

## D

Data Protection Notice	70-73
------------------------	-------

Deception	21, 33, 64
-----------	------------

Deeds	22, 25
-------	--------

Definitions	52-57
-------------	-------

Depository	22, 23
------------	--------

Documents	32, 55, 56, 60, 68
-----------	--------------------

Domestic Employees	26, 46, 54, 55, 57
--------------------	--------------------

Drives	2, 13, 54
--------	-----------

## E

Earthquake	12, 20, 64
------------	------------

Excess	5, 55
--------	-------

Exclusions, General	62-65
---------------------	-------

Explosion	12, 20, 24
-----------	------------

## F

Fatal Accident Benefit	24, 25
------------------------	--------

Faulty Workmanship/Design	5, 13, 20, 64
---------------------------	---------------

Fees	15, 16, 26, 43, 46, 55
------	------------------------

Fences	2, 5, 12, 13, 17, 27
--------	----------------------

Fire	2, 3, 12, 20, 23, 24, 28
------	--------------------------

Fire Brigade Charges	14, 16, 23
----------------------	------------

Flood	2, 3, 12, 20, 22, 42, 64
-------	--------------------------

Footpaths	2, 13, 54
-----------	-----------

Freezer Contents	3, 22, 25
------------------	-----------

Frost Damage	12, 64
--------------	--------

Fungus	64
--------	----

Furs	25, 55, 57
------	------------

## G

Garage	22
--------	----

Gates	2, 5, 12, 13, 54
-------	------------------

## H

Heating Installation	12, 14, 20, 23
----------------------	----------------

Heave	13, 20, 28, 55
-------	----------------

Hedges	12, 13, 54
--------	------------

High Risk Items	3, 25, 55
-----------------	-----------

# Index

Household (Your)	57
Home Office	17, 27, 44-47, 64

## I

Impact	12, 20, 65
Inflation Protection	
- Buildings	15
- Contents	24
- Personal Possessions	33
- Pedal Cycles	38

## J

Jewellery	55, 57
Jury Service	23, 25

## K

Keys	22
------	----

## L

Landslip	13, 20, 28, 55
----------	----------------

### Liability

- Domestic Servants	26
- Occupier	26
- Owner	16, 17
- At a Glance	2-5
- Tenant	28
- Caravan	43
- Home Office	46

Lightning	12, 20, 24, 64
-----------	----------------

Limits	4, 22, 23, 25, 32, 33, 38, 42, 55
--------	-----------------------------------

Local Authority Requirements	15, 16, 56
------------------------------	------------

Locks	22, 25
-------	--------

## M

Malicious Damage	42, 68
------------------	--------

Money	4, 21, 22, 25, 32, 34, 38, 54, 55, 56, 64
-------	---

Musical Instruments	21, 32
---------------------	--------

## O

Oil Leakage	23
-------------	----

Oil Loss	23
----------	----

Outbuildings	2, 13, 20, 21, 22, 46, 54
--------------	---------------------------

## P

Patios & Paths	2, 13, 54
----------------	-----------

Paying Guests	3, 13, 16, 21, 23, 26, 55
---------------	---------------------------

Pedal Cycles	4, 33, 34, 36-39, 56
--------------	----------------------

Personal Accident	48-51
-------------------	-------

Personal Effects	4, 23, 25, 32, 33, 38, 54, 56
------------------	-------------------------------

Personal Possessions	30-35
----------------------	-------

Pets	64
------	----

Pictures	55, 56
----------	--------

## R

Rent	14, 16, 22, 25
------	----------------

Riot	12, 20
------	--------

## S

Sale of the Home	14
------------------	----

Sanitary Fixtures	12, 54
-------------------	--------

Smoke	12, 20
-------	--------

Sports Equipment	4, 32, 34, 38, 56
------------------	-------------------

Statement of Fact	12, 13, 14, 20, 21, 56
-------------------	------------------------











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