

# HOME INSURANCE POLICY BOOKLET

Bank of Ireland Insurance Services Limited trading as Bank of Ireland Insurance and Bank of Ireland Insurance Services is regulated by the Central Bank of Ireland. A member of Bank of Ireland Group. This Home Insurance Policy is underwritten by FBD Insurance plc.



This Home insurance policy is arranged by Bank of Ireland Insurance Services Limited and underwritten by FBD Insurance plc.

#### FBD INSURANCE PLC

FBD Insurance plc is regulated by the Central Bank of Ireland. Registered in Ireland. Registration number 25475. Registered office FBD House, Bluebell, Dublin 12, D12 Y0HE. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office.



#### BANK OF IRELAND INSURANCE SERVICES LIMITED

Bank of Ireland Insurance Services Limited has a registered address at 2 College Green, Dublin 2, D02 VR66 and is a member of the Bank of Ireland Group. Bank of Ireland Insurance Services Limited is a registered insurance intermediary, which can be verified by consulting the Central Bank of Ireland Insurance Mediation Register under reference number C4840, and is regulated by the Central Bank of Ireland.



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**!** The cover sections and individual covers within each section of this policy booklet, will only apply to your policy if they are specified as active in your schedule. If any cover is not specified as active in your schedule, the cover will not apply.

YOUR  
INSURANCE  
POLICY

# Your insurance policy

- ! To help **you** to understand **your policy**, **we** have defined some of the common words and phrases **we** use. Any word or expression appearing in bold in this booklet has the same meaning explained in the 'definitions' section
- ! Throughout this **policy** booklet, FBD Insurance plc is referred to as '**we**', '**us**' and '**our**'

## Introduction

Your insurance **policy** is a contract with **us**. It is based on:

the information in **your** completed **proposal form** or **statement of fact**, and any further **renewal applications** or applications to amend **your** insurance.

Your insurance cover is outlined in: this **policy** booklet, **your schedule**, and the **endorsements** that apply to **you**.

You should read these as one and keep them in a safe place. If they do not meet **your** requirements in any way or **you** have any queries, please contact **Bank of Ireland Insurance Services Limited** on 01 488 4062.

- ! **Endorsements** are written amendments or additions to **your** insurance contract that adjust **your policy** terms. The **endorsements** that apply to **you** are recorded in **your schedule**

Your insurance cover is subject to **you** having paid **us**, or having agreed to pay **us**, **your** premium. Cover will apply to **events** that occur:

- within the **territorial limits** defined in **your policy**,
- during the **period of insurance** recorded in **your schedule**.

Your insurance cover is subject to the terms, conditions, exclusions and limits in this **policy**

booklet, **your schedule**, and the **endorsements** that apply to **you**.

## Duty of disclosure

You must make sure that all information **you** give **us** is true, accurate and complete. The questions and responses recorded in **your**:

- **proposal form** or **statement of fact**,
- **renewal applications**, and
- any further communications with **us**,

will influence **our** acceptance of **your** insurance, **your premium** and the terms and conditions **we** apply.

If there is ever any change in this information or the information recorded in **your schedule** and completed insurance application documents, **you** must tell **us** by contacting **Bank of Ireland Insurance Services Limited** on 01 488 4062.

If **you** are in any doubt about **our** questions and **your** responses, **you** must tell **us** by contacting **Bank of Ireland Insurance Services Limited** on 01 488 4062.

## Failure to meet this duty

If **you** do not meet this duty carefully and honestly at all times, **you** may face:

- a sudden change in cover, **premium** or terms,
- an invalid or cancelled **policy**,
- no **claim** payment or reduced **claim** payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan or mortgage on **your** insured property.

Further information about **your** duty of disclosure is detailed under condition 2 in the General conditions of this **policy** booklet. Please make sure **you** understand this condition and if **you** have any

questions, contact **Bank of Ireland Insurance Services Limited** on 01 488 4062.

### Complaints

**Bank of Ireland Insurance Services Limited** are committed to always providing customers with a high standard of service. If **you** are dissatisfied with the services provided by **Bank of Ireland Insurance Services Limited** and **you** wish to make a complaint **you** may do so in a number of ways. **You** can call or write, avail of the online complaints form and advise the branch teams. The website [bankofireland.com/help-centre/customer-complaints-process](http://bankofireland.com/help-centre/customer-complaints-process) provides further details about these channels and the **Bank of Ireland Insurance Services Limited** complaints process.

If **your** complaint is about the insurance product or the Claims and Underwriting service provided by FBD Insurance plc, **you** should contact 0818 18 18 18.

If **your** complaint is not being resolved to **your** satisfaction, **you** may contact:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: + 353 1 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

**You** may appeal a Financial Services and Pension Ombudsman finding to the High Court. **Bank of Ireland Insurance Services Limited** or FBD Insurance plc will not bear the cost of any appeal **you** bring.

### Governing law

The laws of Ireland will apply to **your policy**.

### Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in line with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### Insurance Act 1936

All money which is paid or may be paid by **us** to **you** under **your policy** will be paid in the Republic of Ireland.

Signed for and on behalf of FBD Insurance plc.



Sean Kelleher

Chief Underwriting Officer

! This section contains contact details and some key information to help **you** understand **your** home insurance.

! **You** should read this **policy** booklet with **your schedule**. **Your schedule** will detail **your** insurance cover and list any changes or additions to these

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## IMPORTANT: TELL US ABOUT ANY EVENT WHICH COULD LEAD TO A CLAIM

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**You** should let **us** know as soon as **you** become aware of any **event** which could lead to a **claim**. It is important to let **us** know before making any repairs (except for emergency repairs to limit damage). **Our claims** service will make the process as easy as possible for **you** and talk **you** through everything step by step.

**Your** obligations if a **claim** occurs are specified under the Claims conditions section of this **policy** booklet. Please make sure **you** understand these conditions and if **you** have any questions, contact 01 947 6050.

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## CLAIMS SERVICE

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To let **us** know about a **claim** contact **us** on 01 947 6050. **Our** dedicated **claims** services are available to help **you** 24 hours a day, 365 days a year.

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## CUSTOMER SERVICE

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**You** can call **Bank of Ireland Insurance Services Limited** for customer support on 01 488 4062.

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## FIND A TRADESPERSON

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'Find a tradesperson' helpline is available 24 hours a day, 365 days a year. This helpline provides **you** with a directory of tradespeople who **you** can engage at **your** own expense, including plumbers, electricians, glaziers, locksmiths or roofers. Call 0818 432 323 to access this service.

If the cost of any repair is covered by this home insurance **policy**, **we** will repay the cost as part of a **claim** settlement.

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## HOME EMERGENCY ASSISTANCE

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**Your schedule** will confirm if home emergency assistance applies to **your policy**.

If home emergency assistance does apply to **your policy**, in the **event** of an emergency, assistance will be provided to repair or secure **your** home and protect **you** from further loss or damage.

Cover is provided only for agreed emergency repair work to the **private home**, in line with the terms, conditions, exclusions and limits of **your policy**. Section 4 –Optional and additional benefits – Home emergency assistance, outlines the full details.

To use this service, **you** need to contact **us** on 0818 432 323.

! If **you** become aware of any **event** of theft, attempted theft, vandalism, or any other malicious and deliberate act, **you** must make a report to An Garda Síochána within 24 hours. **You** can read more about **your** obligations in the **event** of a **claim** in the Claims condition section of this **policy**.

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## YOUR SUMS INSURED

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'Sums insured' are the maximum amounts specified in **your schedule**, up to which **you** will be covered in the **event** of a valid **claim**.

It is important that **you** calculate the **sums insured you** give to **us** at the correct level.

If **you** have **buildings** cover, **you** will need to calculate how much to cover **your buildings** for. If **you** have **contents** cover, **you** will need to calculate how much to cover **your contents** for.

**You** should check this carefully when taking out **your** insurance **policy** and each time **you** renew:

**Your buildings sum insured** should be the full cost of rebuilding the **private home** as new, including any item as described within the definition of **buildings** and any **domestic outbuildings**. It should include costs for site clearance, architect and surveyor fees and building regulations. The Society of Chartered Surveyors Ireland ([www.scsi.ie](http://www.scsi.ie)) has useful guidelines which may help **you** estimate this.

**Your contents sum insured** should be the current cost to replace all items as new.

If **your sums insured** are too low **you** will be underinsured and any **claim** payment may be subject to the Underinsurance Condition. This means **you** will only receive a portion of any **claim**.

To read more about how the Underinsurance Condition works and the importance of keeping **your sums insured** at the correct level, see Condition 1 under the General conditions of this **policy** booklet.

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## KEEP YOUR POLICY UP TO DATE

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**You** must tell **us** if there is ever any change in the information recorded in **your schedule** and completed insurance application documents after **your policy** has started. This is to help protect **you** and make sure **your policy** cover and premium continues to be valid after a change has taken place.

It is important to be aware that once **your policy** has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

- A change in the address of the **private home**,
- A change in the ownership of the **private home** or **the insured(s)** name or if the **private home** is sold or under control of a liquidator or receiver,
- A structural change to the **buildings** or **domestic outbuildings** of the **private home** such as the carrying out of construction, renovation, extension, repair or redecoration (except for minor internal decoration work such as painting and wallpapering),
- A change in the occupancy or use of the private home including:
  - if the **private home** is no longer used as **your** primary residence,
  - if the **private home** is left **unoccupied** or **unfurnished**,
  - if the **private home** or **domestic outbuildings** are lent, let or sublet or if there is a change in the number of tenants,
  - if the **private home** is used as a **holiday home**,
  - if the buildings or domestic outbuildings of the **private home** are used for business purposes or for the storage of commercial goods,
- The identification of any concerns about the structural integrity or safety of the buildings or domestic outbuildings of the private home by any surveyor or professional tradesperson,
- If **you** or any of **your family** members or members of **your household** have been declared bankrupt, or have been convicted or charged with any criminal offence except for a fixed penalty driving offence,
- If a **building** has been underpinned, requires structural support or is subject to a survey (for example **subsidence**, mica or pyrite),

- Any change to your buildings or contents sum insured or of a change to any item **you** have covered under the **all risks** section in **your schedule**.

These are examples only and not a complete list.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**, in line with Condition 2 of the General conditions in this **policy** booklet.

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## UNINSURED LOSSES AND MAINTAINING YOUR HOME

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Insurance provides protection against unexpected **events** caused by an insured risk such as fire, storm or theft. It does not cover losses caused by:

- the unavoidable effects of age or time passing,
- wear and tear,
- lack of maintenance,
- faulty **building** workmanship, or
- faulty or defective design or materials.

**You** must maintain **your** home to prevent loss or damage caused by uninsured risks.

Examples of losses that are not insured include:

- chimney damage due to age, faulty workmanship, lack of maintenance or faulty or defective design or materials,
- water damage caused by worn or faulty waterproofing such as seals, flashing, roof tiles or slates in need of repair,
- losses during bad weather which would not have happened if necessary repairs and maintenance were carried out.

**You** must keep **your** insured property in good condition and protect it from loss or damage. **You** must do this in line with Condition 4 – Take care of **your** property, of the General conditions of this **policy** booklet.



## Definitions

! To help **you** to understand **your policy**, we have defined some of the common words and phrases **we** use. Any word or expression defined below has the same meaning wherever it appears in bold in this booklet.

### ACCIDENTAL DAMAGE

Sudden and unforeseeable damage which is caused unintentionally, and is not the result of a pre-existing or a gradually operating cause.

### ALL RISKS

An optional cover available under **your policy**. It allows **you** to get extra protection for loss or damage to items listed in **your schedule**. As long as the loss or damage is not specifically excluded, **all risks** cover will apply up to the limits specified in **your schedule**, both inside and outside **your** home.

For further details, see Section 4—Optional and additional benefits—All risks cover for items carried inside or outside **your** home.

### BANK OF IRELAND INSURANCE SERVICES LIMITED

**Bank of Ireland Insurance Services Limited**, a member of the Bank of Ireland Group. This Home Insurance is arranged by **Bank of Ireland Insurance Services Limited** and underwritten by FBD Insurance plc.

### BUILDINGS

1) The **private home** within the boundary of the risk address recorded in **your schedule**, which is used for domestic purposes only and

- is built with brick, stone or concrete, and
- roofed with slates, tiles, or other fireproof material such as concrete, asphalt, metal (other than corrugated iron) or sheets or slabs made from non-combustible materials

(unless specified differently on **your schedule** and accepted by **us**).

2) All **domestic outbuildings** including domestic garages on the same premises used for domestic purposes.

3) Fixed, permanent and professionally installed:

- service tanks,
- septic tanks,
- solar panels,
- wind turbines and
- electric vehicle charging points,

that are used for domestic purposes only.

4) The walls, paths, drives, patios, decking, tennis hard courts, gates, fences and hedges around and forming part of the **private home**.

5) Landlord's fixtures and fittings in or on the **private home**.

6) Fixed, permanent and professionally installed or constructed swimming pools, hot tubs, Jacuzzis or saunas.

7) Conservatories, sun rooms, domestic greenhouses or domestic glass houses.

#### ! But excluding

- caravans, mobile homes, motor homes,
- pergolas, marquees, gazebos or polytunnels.

### CLAIM

A **claim** or series of **claims** arising out of any one cause.

### CONTENTS

! **We** may change the definition of **contents** under **your policy** for certain types of cover or occupancy. If a change applies to **you**, it will be included in an **endorsement** in **your schedule**. Unless otherwise specified in **your schedule**, the following standard

Household goods, television sets, home audio and video equipment, desktop computers, ride-on lawnmowers and **personal belongings** within the **private home** or **domestic outbuildings** at the risk address specified in **your schedule**:

- 1) belonging to **you** or any member of **your family** who is permanently living with **you**, or
- 2) for which **you** are legally responsible,

including **valuables**, **personal money** and **home office equipment** up to the specified limits recorded in **your policy schedule**.

! This definition does not include:

- 1) property that has other insurance cover or any other property unless specified in **your schedule**,
- 2) securities including financial certificates such as shares and bonds, certificates, deeds (except for title deeds to a house or property), bills of exchange, promissory notes, securities for money, stamp collections, documents of any kind, manuscripts, medals and coins,
- 3) any **motorised or electric vehicle**, (except for ride-on lawn mowers or **electrically assisted pedal cycles**), including their parts, accessories, tools, fitted audio or entertainment systems or navigational aids,
- 4) pedal cycles or **electrically assisted pedal cycles** while not locked in the **private home** or a **domestic outbuilding**,
- 5) caravans, trailers, watercraft, hovercraft, aircraft, drones (except for non-motorised models), including their parts, accessories, tools, fitted audio or entertainment systems or navigational aids,
- 6) any part of the **private home** it's building or domestic outbuilding's structure, ceilings, timber floors, wallpaper or fitted decorations,
- 7) integrated appliances such as fridges, freezers, dishwashers, ovens, washing machines or dryers,
- 8) property kept or used for any profession, business or employment (except for **home office equipment**).
- 9) loss of or damage to any marquee or gazebo while erected.
- 10) any item in the open, unless we have specifically recorded otherwise in the **policy** wording.

## COOLING-OFF PERIOD

All policies are sold with a '**cooling-off**' period once **your** contract is for a period of 30 days or longer. The **cooling-off** period will apply both at new business and at renewal, and will last for 14 working days from the date **you** receive **your policy** documents. If **you** cancel **your policy** within the **cooling-off** period, **you** will be charged proportionally for the period **you** were on cover.

## CREDIT CARDS

Bank or cash cards issued to **you** or **your family** member including credit, debit or cheque cards, but excluding gift vouchers.

## DOMESTIC EMPLOYEE

Any person providing services directly to **you** or **your household**, solely to carry out the following private domestic duties in connection with the **private home**:

- minor repair and maintenance work,
- painting and decorating,
- gardening,
- home help,
- care work,
- child-minding.

The definition of **domestic employee** does not include any independent contractor or consultant or their employees.

! Please note no cover is provided under **your policy** for any loss, damage, cost, expense, liability or injury arising directly in connection with any works of construction, reconstruction, structural alteration, demolition or extension to the **private home** and **domestic outbuildings**.

## DOMESTIC OUTBUILDINGS

All **domestic outbuildings** including domestic garages on the same premises as the **private home** that are used for domestic purposes, but excluding pergolas or erected marquees / gazebos.

## ELECTRICALLY ASSISTED PEDAL CYCLE

Any **electrically assisted pedal cycle** (EAPC) or e-bike, provided:

- it has pedals capable of propelling the bike,
- the power of the electric motor does not exceed 250 watts,
- it has a maximum power-assisted speed of 25 kilometres per hour beyond which electric assistance cuts out,
- it is being used in line with the manufacturer's specifications,
- it is not any other form of **motorised or electric vehicle**.

## ENDORSEMENT

A written amendment or addition to **your** insurance contract that adjusts **your policy** terms and has

# Your insurance policy

priority over the general contract terms. The **endorsements** that apply to **you** are specified in **your schedule**.

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## EVENT

An **event** which may give rise to a **claim** under **your policy**.

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## EXCESS

The part of the **claim** cost that **you** must pay. An **excess** applies to certain **claims** made under the **policy**. The **excess** amounts that apply to **you** are specified in **your schedule**.

! For more information about **excess**, see the 'Excess' heading in this **policy** booklet.

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## FLOOD

The temporary covering of land by water caused directly or indirectly by any of the following:

- storm, tempest,
- flooding from the sea,
- escape of water from any natural or artificial watercourse, lake, reservoir, canal, dam, river, stream, or
- water backing up from any sewer, pipe or drain.

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## HEAVE

Upward movement of the ground beneath a **building** as a result of the soil expanding or swelling.

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## HOLIDAY HOME

A **private home** which is:

- owned by **you** and used by **you** or members of **your family** for personal purposes as a weekend or holiday residence, or
- used for any other purpose to which **we** have agreed and specified in **your schedule**.

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## HOME OFFICE EQUIPMENT

The following items owned and used by **you** or **your family** permanently living with **you** in the **private home**, for business or professional purposes:

- Office furniture,
- Computers, laptops, tablets,
- Computer monitors, keyboards and processing equipment,

- Printers, fax machines, photocopiers, typewriters,
- Computer-aided design equipment,
- Telephone equipment excluding mobile phones.

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## INFORMATION AND DATA PROTECTION STATEMENT

The FBD Insurance plc **Information and data protection statement** document that is issued to **you** as part of **your policy**. It outlines **our** business services and how **we** will use **your** information in line with **our** 'Full Data Protection Statement' at [www.fbd.ie/dataprotection](http://www.fbd.ie/dataprotection).

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## LANDSLIP

Movement of ground down a slope.

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## MOTORISED OR ELECTRIC VEHICLE

Any mechanically propelled, motor or electric driven or assisted vehicle, including any:

- car, van, truck, lorry, tractor, motor bike, quad bike, golf buggy,
- motorised scooter or e-scooter,
- motorised or electric mobility device, or
- other vehicle requiring insurance under the Road Traffic Act,

except for an **electrically assisted pedal cycle**.

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## PERIOD OF INSURANCE

The period for which **we** have accepted **your** premium and agreed to provide insurance as stated in **your schedule**, or until the **policy** is lapsed or cancelled.

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## PERSONAL BELONGINGS

Luggage, clothing and other items belonging:

to **you** and that **you** normally wear or carry with **you**, and to no other person, unless specially included under the terms of **your policy**,

! But excluding;

- 1) portable electronic goods such as portable music players, mobile phones, tablets, laptops, handheld computers or handheld computer games,
- 2) **valuables** or money,
- 3) contact or corneal lenses,
- 4) Items used for any profession, business or employment.

# Your insurance policy

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## PERSONAL MONEY

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Any of the following items belonging to **you** or a member of **your family** living with **you**, or being held by **you** or a member of **your family** living with **you** for charity purposes:

- cash, cheques, money orders, postal orders,
- postage stamps (that are not part of a collection),
- savings stamps and savings certificates,
- premium bonds,
- luncheon vouchers,
- travellers cheques,
- travel tickets,
- phone cards,
- gift vouchers.

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## POLICY

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The contract of insurance between **you** and **us**. The contract is based on **your** completed **proposal form** or **statement of fact** and any further **renewal applications** or applications to amend **your** insurance. The **policy** includes:

- **your schedule**,
- this **policy** booklet,
- any **endorsements** that apply, as specified in **your schedule**,
- the **Information and data protection statement**, and
  - any other documents or communications **we** send to **you** which **we** state is part of **your policy**.

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## PRIVATE HOME

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The **private home** at the risk address specified in **your schedule**, which is:

- used by **you** or a member of **your family** and up to two paying guests, as **your** primary residence, or
- used for any other purpose to which **we** have agreed and specified in **your schedule**.

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## PROPOSAL FORM, STATEMENT OF FACT, RENEWAL APPLICATION

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The information provided by **you** and the declarations made by **you** at the time the insurance was arranged or renewed. **We** have relied on this information when agreeing to offer this contract of insurance and the terms provided.

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## SCHEDULE

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The document which outlines:

- **your** details,
- the insured property,
- the **sums insured**,
- **your** cover,
- the **period of insurance**,

and which forms a part of **your policy**.

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## SETTLEMENT

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Downward movement of the land beneath the **building** as a result of the soil being compressed by the weight of the **building**.

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## SUBSIDENCE

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Downward movement of the land beneath the **building**, except by **settlement** as a result of the **building's** load.

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## SUM INSURED

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A monetary amount specified in **your schedule**. **You** will be covered up to this amount in the **event** of a **claim** and it is the maximum amount **we** will pay in the **event** of total loss.

! To read more about the importance of keeping **your sums insured** at the correct level, see Condition 1 of the General conditions of this **policy** booklet.

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## TERMS OF BUSINESS

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The document issued to **you** by **Bank of Ireland Insurance Services Limited** setting out the basis on which **you** have agreed for **your policy** to be arranged by **Bank of Ireland Insurance Services Limited**.

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## TERRITORIAL LIMITS

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The geographical areas or locations inside which **your policy** cover will apply. Outside these geographical areas or locations, **your policy** cover does not apply. For information

! For information about the **territorial limits** that apply to **your policy**, see the 'Territorial limits' heading in this **policy** booklet.

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## UNFURNISHED

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Where the **buildings** do not contain furniture, furnishings and appliances for normal daily living

# Your insurance policy

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purposes such as sleeping, cooking, eating and bathing or showering.

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## UNOCCUPIED

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Where the **private home** is not lived in for 45 days in a row or more during any one **period of insurance** by:

- **you**,
- a member of **your family** or **household**,
- or any other person who has **your** permission to live there.

By 'lived in' **we** mean normal daily activities such as sleeping, cooking, eating and bathing or showering. Regular visits to the home or occasional overnight stays do not count as lived in.

**! You must tell us as soon as you become aware your home will not be lived in for longer than the 45 day limit. Unoccupied property will only be covered if you have told us about it and we have agreed to cover it.**

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## VALUABLES

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The following items, which are owned by **you** or any member of **your** family who is permanently living with **you**:

- Items of, or containing, gold, silver or other precious metal,
- jewellery (including costume jewellery),
- furs,
- paintings, works of art, or
- collector items,

unless the items are otherwise excluded under **your policy**.

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## WATER TABLE

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The area of ground beneath the **building**, below which the soil is saturated with water. The level of the **water table** alters with the climate and seasons.

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## WE, US, OUR

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FBD Insurance plc.

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## YOU, YOUR, YOURS, YOURSELF, THE INSURED

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The person or persons named in **your schedule** to whom the insurance **policy** has been issued including **your** legal personal representatives (for example, a person who administers the estate of a person who has died).

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## YOUR FAMILY

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- **Your** spouse or partner permanently living with **you**, and
- **Your** children including adult children, whether they live with **you** or not.

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## YOUR HOUSEHOLD

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**You** or any person living permanently at **your** home in line with the terms and conditions of **your policy**.

## Cover we provide

Your protection under this **policy** depends on **your** circumstances, **your** home and occupancy type and the level of cover **you** purchase. The main cover types **we** provide for are:

- **Buildings** cover,
- **Contents** cover,
- Liability cover,
- No **claim** discount protection,
- **Accidental damage** cover,
- Home emergency assistance, and
- **All risks** cover for specified or unspecified belongings even when carried outside the home.

Your **schedule** will tell **you** which of these covers are included on **your policy**.

## Territorial limits

If **you** have **buildings** or **contents** cover, this will apply in connection with the risk address specified in **your schedule**.

If **you** have cover for **contents** temporarily removed, this will apply while items are removed short term from **your private home** to another location in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands or the continent of Europe.

For extra cover on items away from the risk address, **you** must insure them under Section 4– Optional and additional benefits–All risks cover for items carried inside or outside **your** home. **All risks** cover applies in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and the continent of Europe, or for up to 60 days in the rest of the world.

If **you** have liability cover, this will apply to valid **claims** in connection with the risk address or members of **your household** only.

## Excess

An **excess** is the part of the **claim** cost that **you** must pay. **You** are responsible for paying the **excess** amounts shown in **your schedule** for certain **claim** types under this **policy**.

Your **excess** amounts will relate primarily to **claims** made under:

- Section 1–Buildings,
- Section 2–Contents,
- Section 3–Liability, and
- Section 4–Optional and additional benefits:

- Accidental damage to the building of the private home,
- Accidental damage to contents in the private home,
- All risks cover for items carried inside or outside your home.

Higher **excess** amounts will apply for:

- **subsidence, landslip, ground heave,** and
- water damage **claims** arising from storm, **flood,** escape of water, **accidental damage.**

If an **excess** applies to any other type of **claim**, this will be specified in **your schedule**.

## How we will settle your claim

We will do everything we can to make sure any claim you have is dealt with quickly and fairly. We use the following principles to settle all valid home insurance claims.

**Buildings** – At our option we will rebuild, repair, replace or make a payment in the event of loss or damage to any buildings covered under your policy.

**Contents and items insured under other sections of this policy** – At our option we will replace or repair the item, or pay you as follows:

- We will replace the property with the closest possible match where it has been damaged or stolen.
- We will cover the repair of the damaged property where repair is possible.
- We will pay you the amount of the loss or damage where repair or replacement is not possible.
- If we choose to pay you, even where replacement or repair is possible, the payment will reflect any discounts we might have received had we replaced the property.

### NEW FOR OLD COVER

! 'New for old cover' means you will be covered to replace lost or damaged property with new property of equivalent value following a valid claim. It works as follows:

#### Buildings

Apart from the exclusion specified below, we will settle your valid claim without taking off an amount for wear and tear or loss in value if:

- the **sum insured** represents
  - the full cost of rebuilding your private home (including any item as described within the definition of buildings and any domestic outbuildings) in the same size and condition as new, plus
  - the costs of removing debris after a loss, architect and surveyor fees and any additional costs necessary to meet current building regulations, and
- the buildings have been kept in good repair, and
- the rebuilding or repair work is carried out as soon as reasonably possible and completed according to the scope and cost agreed by us.

#### Exclusion

1) We will deduct an amount for wear, tear and loss in value to timber floors over five years old.

#### Contents

Apart from the exclusions specified below, we will settle your valid contents claim without subtracting an amount for wear, tear or loss in value if:

- the **sum insured** represents their full value as new at the time of the loss, and
- you have kept them in good repair.

#### Exclusions

! We will deduct an amount for wear, tear and loss in value for:

- 1) clothing and household linen,
- 2) audio, video and computer equipment including television sets and gaming consoles,
- 3) ancillary audio and video equipment including CDs, DVDs, records, tapes and software over three years old,
- 4) floor covering over five years old.

#### Damage to flooring

We will only pay the cost of repairing or replacing the damaged part of the flooring or floor covering.

If it is not possible to match the undamaged area, we will pay the cost to replace the flooring or floor covering in the room or area where the damage occurred. We will not pay to replace undamaged floor covering in adjoining rooms or areas.

Matching pairs, sets or suites

We will only pay the cost of an individual damaged item even if it forms part of a pair or set, or part of a suite of furniture or sanitary ware, or forms part of a common design.

We will not pay for the undamaged companion pieces or the full value of the pair or set or suite as a unit.

#### RETENTION

In the case of buildings, we may hold back a percentage of the agreed claim amount until the rebuilding or repair work is complete. If the claim settlement amount is €40,000 or more, the amount



# Your insurance policy

retained is 10% of the **claim** settlement amount. **We** will pay this amount once **we** are satisfied that the works have been completed according to the scope and cost agreed and a final invoice is submitted.

**We** will provide a reasonable time period for completion of the rebuilding or repair works and receipt of the final invoice. This time period will be outlined in writing and is usually three months. **We** will send **you** a reminder before this time period expires. An extension of this time period will be considered in certain circumstances.

If **we** do not receive a final invoice and satisfactory confirmation that the works have been completed according to the scope and cost agreed, within the agreed time period, **we** will close the **claim** file. **We** will then view the **claim** as having been settled in full.

## UNDERINSURANCE

**!** Underinsurance' means that a sum insured **you** have provided to **us** does not represent the full potential costs of the loss or damage that it is intended, under the terms of **your policy** to cover.

To avoid underinsurance, **you** should make sure **your sums insured** include all of the following:

- **Your buildings sum insured** should be the full cost of rebuilding the **private home** as new, including any item as described within the definition of **buildings** and any **domestic outbuildings**. It should include costs for site clearance and removing debris after a loss, architect, surveyor, consulting engineer and necessary legal fees and any additional costs necessary to meet current building, statutory or local authority regulations. The Society of Chartered Surveyors Ireland ([www.scsi.ie](http://www.scsi.ie)) has useful guidelines which may help **you** estimate this.
- **Your contents sum insured** should be the current cost to replace or make as good as new all items described within the definition of contents.

If **you** are underinsured, the Underinsurance Condition will apply. This means any **claim** payment **we** make will be reduced accordingly.

To read more about how the Underinsurance Condition works and the importance of keeping

**your sums insured** at the correct level, see Condition 1 of the General conditions of this **policy** booklet.

## REINSTATEMENT OF SUMS INSURED AFTER A LOSS

When **we** pay a **claim**, **your sums insured** will stay the same. **We** will not reduce the **sum insured** of any item by the amount of the **claim**. This means the amount of cover **you** have will stay the same.

## MAXIMUM AMOUNTS WE WILL PAY UNDER THIS POLICY

The maximum **we** will pay for loss or damage to **buildings** and or **contents** is limited to the **sums insured** and specified amounts shown in **your schedule**.

## PROOF OF VALUE AND OWNERSHIP

In the **event** of a **claim**, **you** must provide **us** with any details or proof of loss, ownership and value that **we** request. **We** recommend **you** always keep a record of receipts, valuations, guarantees, warranties or any other evidence that will assist with a **claim**.

Condition 1 in the Claims conditions of this **policy** booklet contains further details about **your** obligations in the **event** of a **claim**.

## Inflation protection

**We** may apply 'indexation' or 'index linking' to help protect **you** against inflation. This means **we** may adjust one or more of the **buildings** or **contents sum insured** specified in **your schedule**, in line with suitable price indexes and market information that **we** have available to **us**. If **we** do this, it may impact on **your** premium.

If **we** apply Inflation protection to **your policy**, **we** will record this in your renewal invitation for **you** to review alongside **your sums insured**. It will work in the following way:

- If applying the index increases **your sum insured**, **we** will base **our** invitation to renew **your policy** on this increased **sum insured**. As a result, **your** premium may also be impacted.
- If the index falls, **we** will not reduce the **sum insured** at renewal. **Your sum insured** will remain at the same level, unless **you** adjust them.



# Your insurance policy

- Inflation protection will not apply to any monetary limits outside **your buildings** and **contents sums insured**.

still be affected due to other factors, including **your claims history**.

**!** You should not rely on us applying inflation protection or index linking alone to keep any of **your buildings** and **contents sum insured** at their correct level. We do not always apply inflation protection. The reinstatement cost of **your buildings** or value of **your contents** may be growing faster than inflation due, for example, to a new extension or items you have acquired. It is a condition of **your policy** that **you** keep your **sums insured** at their correct level. **You** should make sure **you** understand Condition 1 of the General conditions of this **policy** booklet. If **you** have any questions, please contact **Bank of Ireland Insurance Services Limited**

## No claim discount

If no **claims** have been made under **your policy** over **your previous periods of insurance**, **your** premium will be reduced. The reduction will be in line with the following scale:

Period of insurance	No claim discount
One year	20%
Two years	35%
Three years	40%
Four years	45%
Five years	50% (maximum)

**Your no claim** discount will not be affected if **you** make a **claim** for:

- Jury service, or
- Home emergency assistance.

If **you** make any other type of **claim**, **your no claim** discount will be reduced to zero, unless it is protected by no **claim** discount protection. There are two types of no **claim** discount protection under Section 4—Optional and additional benefits:

- Step-back no claim discount protection, or
- No claim discount protection plus.

If either of these covers are active on **your policy**, this will be specified in **your schedule**.

**!** **Your no claim** discount will apply only to the level of discount granted under **your no claim** discount scale. **Your cover** and the premium **we** charge may

# General exclusions of the policy

! Exclusions are **events** and **claims** that **we** do not cover under **your policy**.

! The following exclusions apply to **your** whole **policy**, in addition to any exclusions **we** have detailed in specific areas of **your policy**.

**We** will not pay for the following

## 1. RADIOACTIVE CONTAMINATION EXCLUSION

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from:

- 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 any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or tool using atomic or nuclear fission or fusion or other similar reaction or radioactive force or material;
- d) any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material or matter.

## 2. WAR EXCLUSION

Any loss, damage, cost, expense, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3. TERRORISM

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from:

- a) An act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress, or in any way relating to an act of terrorism.

For the purpose of this exclusion **we** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b) Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

For the purposes of this exclusion **we** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials of any kind.

If **we** allege that, by reason of this general exclusion, any loss, damage, cost or expense is not covered by **your policy** the burden of proving the contrary shall be on **you**. If any part of this general exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 4. CYBER RISKS AND ELECTRONIC RISKS EXCLUSION

! In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide any cover for loss, damage, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.

! If **you** have concerns that **you** are susceptible to cyber-attack or hacking, or events or acts of this nature, **you** may need to seek professional advice about protecting **yourself**.

! **You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

### 1. Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with

## General exclusions of the policy

words and phrases explained under the 'general definitions' of this **policy** booklet.

**a) Computer(s)** includes but is not limited to, any computerised or electronic:

system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository; microchip; integrated circuit or similar device (in computer equipment or non-computer equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by you or not.

**b) Consequential Loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or business activities, regardless of whether or not such loss has occurred due to loss or damage to any property, any **computers** or any **data**, whether owned by you or not.

**c) Damage or Damaged** means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.

**d) Data** includes but is not limited to (whether used in connection with a business or not):

i) any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and

ii) any **computer** associated input or output.

**e) Denial of service attacks** means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of computer or electronic networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to:

i) the generation of excess traffic into network addresses;

ii) the exploitation of system or network weaknesses;

iii) the generation of excess or non-genuine traffic between and amongst networks.

**f) Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives data, whether owned by you or not.

**g) Liability** means any amount (including all costs and expenses) that you are held legally liable to pay:

i) for death, bodily injury (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or illness or disease; or

ii) for loss or damage to material property or for any type of financial loss (including fines and penalties); or

iii) for defamation, or libel or for any breach of data protection legislation, to any person, or group of people (whether employed by you or not), or to any institution, business organisation, firm, company or club.

**h) Malicious or damaging Code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not. A malicious or damaging code can include but is not limited to:

i) computer viruses, worms, Trojan horses, malicious data files or similar mechanisms; and

ii) any form or variation of phishing; and

iii) internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

### 2. What is not insured?

This **policy** does not provide any cover for any loss, damage, cost, expense, consequential loss or liability in respect of, or to, any computer or data, whether owned by you or not, where such loss, damage, cost, expense, consequential loss or liability is directly or indirectly caused by

## General exclusions of the policy

contributed to by, arises from, or is occasioned by, or results from, any of the following:

- a) the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious or damaging code**;
- b) **hacking** or **denial of service attacks**;
- c) temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;
- d) a deliberate malicious act by or at the direction of:
  - i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
  - ii) **you** or to which **you** have consented;
  - iii) any person representing **you**, or by a service provider you have engaged, or by any of **your family** or **your** household.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

- a) does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by you in connection with your personal or business activities;
- b) does not provide any cover in respect of any cost or expense incurred in:
  - i) retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any **data**;
  - ii) re-inputting any **data** on any **computer**;
  - iii) reinstalling or upgrading any **computer** or **data** software.
- c) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

### 3. Exceptions to this exclusion

Subject to the terms, exceptions, exclusions, provisions, limitations and conditions of this **policy**, the provisions of this Cyber Risks Exclusion will not apply in the following instance.

Provided:

- a) there is a section under this **policy** which provides cover for physical loss of or physical damage to property; and
- b) that section is operative at the time any physical loss or physical damage occurs; and
- c) your property is insured under that section of this **policy** against physical loss or physical damage which is directly caused by the occurrence of any of the insured risks stated below,

**we** will indemnify **you** in respect of physical loss or physical damage to your property which is directly subsequent to the occurrence of any of the events outlined in 2 a) to 2 d) above, which has been directly caused by the occurrence of any of the following insured risks:

- a) Fire, explosion, lightning, thunderbolt and earthquake.
- b) Aircraft and other aerial devices for example satellites or articles dropped from them.
- c) Storm and **flood**, but excluding:
  - i) Loss or damage caused by frost, subsidence or landslip.
  - ii) Loss or damage to fences, gates and hedges.
  - iii) Loss or damage to roofs built with torch-on felt more than ten years old or other felt more than five years old.
  - iv) Loss or damage by anything that happens gradually.

The most that **we** will pay to **you** in respect of anyone loss or claim or series of claims arising from one event or original cause, is the amount that the lost or damaged property is insured for under this **policy** or the inner limit that applies to such physical loss or physical damage or item or items of property.

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### 5. WEAR AND TEAR, LOSS IN VALUE OR GRADUALLY OPERATING CAUSE

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Any loss, or damage arising from wear, tear, rust or corrosion, gradual loss in value or anything happening gradually including damage caused by gradual water damage from faulty seals or grouting, the upkeep costs or normal decoration, mildew, rising damp, dry or wet rot, moth, vermin, insects, atmospheric or weather conditions.

## 6. CONFISCATION

Any loss or damage due to confiscation, seizure or destruction by order of any government, public or local authority or any party with a financial interest in the insured property.

## 7. DELIBERATE OR EXISTING DAMAGE

Any loss or damage caused on purpose by any member of **your family** or **household** or arising prior to the first **period of insurance**.

## 8. FAULTY OR DEFECTIVE WORKMANSHIP, DESIGN OF MATERIALS

Any loss or damage, caused by faulty or defective workmanship or design, or the use of faulty or defective materials, or any loss or damage resulting from them.

## 9. PYRITE, MICA, SULPHIDES, MINERALS

Any loss, damage, cost, expense or liability due to the presence of pyrite, mica or similar minerals or sulphides in building or construction materials.

## 10. DECEPTION

Any loss or damage to any property where the property was obtained by any person using any form of payment which is found to be fake, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

## 11. LOSSES CAUSED BY WORKS BEING CARRIED OUT

Any loss, damage, cost, expense, liability or injury which arising directly in connection with any works of construction, structural alteration, reconstruction, structural alterations, demolition or extension to the **private home** and **domestic outbuildings**.

## 12. SONIC BANGS

Any loss, **damage**, cost, expense, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

## 13. COMMUNICABLE VIRUSES AND DISEASES EXCLUSION

! In line with the following communicable viruses and diseases exclusion, **your policy** does not provide any cover for loss, damage, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

### 1. What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

a) the substance or agent includes, but is not limited to:

- a virus, bacterium, parasite or other organism;
- or any variation or mutation of these, whether deemed living or not, and

b) the method of transmission, whether direct or indirect, includes but is not limited to:

- airborne transmission;
- bodily fluid transmission;
- transmission from or to any surface or object, solid, liquid or gas;
- transmission between organisms, and

c) the virus, disease, substance or agent can:

- cause or threaten damage to human health or human welfare; or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lyme Disease

## General exclusions of the policy

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Salmonellosis, brucellosis or any mutation or variation;

- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals, fowl and poultry).

### **2. What is not insured?**

Any loss, damage, financial loss, cost, expense, liability or claim of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any communicable virus or disease, or
- b) the fear or threat (whether actual or perceived) of a communicable virus or disease, or
- c) any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or
- d) the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or attempt to cause another person or persons to contract a communicable virus or disease, regardless of any other cause contributing concurrently or in any sequence to the loss, damage, financial loss, cost, expense, liability or **claim**.

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### **14. COMMERCIAL WIND TURBINES EXCLUSION**

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We will not pay for any claim, loss, damage, cost, expense, consequential loss, financial loss, liability, or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by,

or results from commercial wind turbines or their accessories, or their services or ancillary equipment.

## General conditions of the policy

**!** The following conditions apply to **your whole policy**, in addition to any conditions in specific areas of **your policy**. **You need to meet the requirements specified in your policy conditions. If you do not, your policy cover may not be valid.**

**You** or any other person claiming under **your policy** must comply with the following general **policy** conditions to avail of the full protection provided by the **policy**. If **you** or any other person claiming under **your policy** does not take reasonable care to comply with these conditions, **we** may cancel the **policy** or a section of it, refuse to deal with **your claim** or reduce the amount of any **claim** payment.

### 1. YOU MUST KEEP YOUR SUMS INSURED AT THE CORRECT LEVEL

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**You** must at all times keep any **sums insured** **you** give us, as recorded in **your schedule**, at a level that is in line with the full potential cost of the loss or damage that it is intended, under the terms of **your policy** to cover. **You** should check this carefully on a regular basis, including when **you** are taking out **your insurance policy** and each time **you** renew:

- Your sums insured should be the current cost of rebuilding as new, all items described within the definition of **buildings**, including any **domestic outbuildings**. **Your buildings** sums insured should also include costs for site clearance and removing debris after a loss, architect, surveyor, consulting engineer and necessary legal fees, and any additional costs necessary to meet current building, statutory or local authority regulations. Rebuilding costs are not the same as the market value of **your** property and property market values should not be used to determine **your building** sums insured.
- **Your** sums insured should be the current cost of replacing or making good as new, all items described within the definition of **contents** applicable under **your policy**.

It is important that **you** insure **your buildings** for their full rebuilding cost, **your contents** for their full replacement cost and for both **your buildings** and **contents** sums insured, that **you** make any

necessary allowances for the possibility of inflation or price increases in the future.

If **your sums insured** calculations are too high, **you** may be paying too much for **your** insurance. If **your sums insured** calculations are too low, you will be underinsured and your **policy** may not cover full claim costs. In addition, any **claim** settlement may be reduced in line with the Underinsurance Condition, meaning **you** will only receive a portion of any claim **you** have.

#### **! Underinsurance Condition**

If **your sums insured** for **buildings** or **contents** at the time of loss or damage are less than 85% of the full potential cost to make good the property, any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of underinsurance and **you** will have to bear the difference. For example:

If **you** have calculated **your sum insured** in the event of total loss at €150,000, but the full potential cost of making good the property is actually €200,000, **we** would pay only 75% of any loss or damage, no matter what **your claim** amount is.

### 2. YOUR DUTY

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#### a) Give us full information when applying for or renewing your policy

**You** must answer all **our** questions honestly and with reasonable care. The information provided in **your** insurance application including **your proposal form** or **statement of fact** and any **renewal applications** or communications with **us** must be true, accurate and complete.

**Our** questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your** premium and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**

# General conditions of the policy

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## b) Always keep your policy up to date

You must tell us if there is any change in the information recorded in your schedule and completed insurance application, after your policy has started.

We will then let you know of any change in your premium or policy terms.

We will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them:

1. A change in the address of the private home.
2. A change in the ownership of the private home or the insured(s) name or if the private home is sold or under control of a liquidator or receiver.
3. A structural change to the buildings or domestic outbuildings of the private home such as the carrying out of construction, renovation, extension, repair or redecoration (except for minor internal decorating work such as painting and wallpapering).
4. A change in the occupancy or use of the private home including:
  - if the private home is no longer used as your primary residence,
  - if the private home is left unoccupied or unfurnished,
  - if the private home or domestic outbuildings are lent, let or sublet, or if there is a change in the number of tenants,
  - if the private home is used as a holiday home,
  - if the buildings or domestic outbuildings of the private home are used for business purposes or for the storage of commercial goods.
5. The identification of any concerns about the structural integrity or safety of the buildings or domestic outbuildings of the private home by any surveyor or professional tradesperson.
6. If a building has been underpinned, requires structural support or is subject to a survey (for example subsidence, mica or pyrite).
7. If you or any of your family members or members of your household have been declared bankrupt, or have been convicted or charged with any criminal offence except for a fixed penalty driving offence.
8. Any change to your buildings or contents sum insured or of a change to any item you have covered under the all risks section of your schedule.

This is to help protect you and make sure your policy cover can continue to be valid after a change has taken place.

For full details about the covers and information you must keep up to date, you must read and check any documents or communications we send to you.

## c) Keep to the terms of your policy

You or any person making a claim under your policy must take reasonable care to observe and fulfil the terms, provisions, conditions and endorsements of your policy and anything they reasonably require of you for cover to apply.

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## 3. OTHER INSURANCE OR COMPENSATION FUND

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If at the time any claim arises under your policy there is any other insurance covering the same loss, damage or liability, we will only pay our share of any loss, damage, cost or expense.

If at the time any claim arises under your policy there is a compensation fund in place covering the same liability, loss or damage, we will not be liable to make any payment under your policy.

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## 4. TAKE CARE OF YOUR PROPERTY

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You must take all reasonable steps to:

- avoid injury, loss or damage in connection with your insured property, and
- safeguard all insured property from loss or damage.

You must keep the property you insure in good repair. For example, you must make sure that all locks on outside doors and windows are working and in use. In addition, any fire alarms, smoke detectors or burglar alarms must be in working order, properly maintained and used correctly.

! If additional terms and conditions apply in relation to taking care of your property, we will note these by endorsement in your schedule.

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## 5. PAY THE PREMIUM AND KEEP YOUR PAYMENTS UP TO DATE

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You must pay all amounts due for the period of insurance on time and in full. If you do not you will not be covered.



# General conditions of the policy

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- a) Annual payments: The premium amount must be paid in full and the payment must be cleared.
- b) Instalments: the premium instalments must be paid in line with **your** premium payment plan agreement.
- c) Fees and charges: Details of any additional fees and charges that apply will be specified in the **Terms of Business** or the **Information and data protection statement**.

If **you** do not pay an instalment, even if **you** have paid one or more instalments already, **your policy** will be cancelled in line with Condition 6 under the General conditions of this **policy** booklet.

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## 6. CANCELLATION OF THE POLICY

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**We** or **Bank of Ireland Insurance Services Limited** may cancel **your policy** by sending **you** 14 working days' notice in writing to **your** last known address.

**You** may cancel **your policy** by sending **Bank of Ireland Insurance Services Limited** cancellation instructions in writing.

**We** will return the premium **you** paid for the **period of insurance** that is left to run, if:

- **You** cancel the **policy** within the cooling off period, or
- **We** cancel the **policy**.

If **you** cancel after the cooling off period, as long as no **claim** has been made or is pending, **we** will return the premium for the **period of insurance** left to run (less any cancellation charge), in line with the **Information and data protection statement**.

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## 7. DISPUTES BETWEEN YOU AND US

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If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

- a) the Financial Services and Pensions Ombudsman (FSPO), or
- b) to 'arbitration', a process using an independent arbitrator to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the 'Complaints' heading in the Helpful notes and contact details section of this booklet.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to the FSPO or to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

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## 8. FRAUDULENT CLAIMS

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**You** must not act in a fraudulent way. No cover will apply:

- if **you** or any person entitled to cover under **your policy** makes a **claim** knowing it to be false or fraudulent in any way, or
- if damage is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf.

**We** may keep **your** full premium if **your policy** is cancelled due to fraud.

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## 9. MORTGAGE ON YOUR HOME

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If **you** have a mortgage on **your private home**, the interest of the mortgage lender in this insurance will not be affected by any increase in risk caused by:

- the borrower, or
- anyone living, using, or in control of the **buildings**.

Provided the mortgage lender:

- is not aware of any increased risk,
- tells **us** in writing as soon as they become aware, and
- pays **us** any additional premium **we** may then require.

## Claims conditions

**!** The following conditions apply to any **claim** made under **your policy**. You need to meet the requirements specified in **your policy** conditions. If **you do not**, **your policy** cover may not be valid.

You or any other person claiming under **your policy** must comply with the following conditions to avail of the cover provided by the **policy**. You must not act fraudulently and must help **us** to exercise **our** rights.

If **you** or anyone else claiming under the **policy** does not comply with these conditions or does not help **us**, **we** may at **our** option cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** settlement.

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### 1. YOUR OBLIGATIONS

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**a) Tell us about any event which could lead to a claim:**

If **you** become aware of any **event** which may lead to a **claim** under **your policy**, **you** must tell **us** within 48 hours. **You** must do this whether a **claim** will be made or not. Call 01 947 6051.

**b) Give us the information we require:**

Within 30 days after an **event**, or within any further period as **we** may allow in writing, **you** must give **us** at **your** own expense:

- Details in writing of the property or parts of it that have been lost, damaged, or destroyed and the cause of the loss or damage. These details must be as accurate as is reasonably possible
- An estimate of the money amount of destruction or damage taking into account the reinstatement cost of the property at the time of the loss.
- Details of any other insurance cover on the property or liability insured by **your policy**.
- Receipts, invoices, evidence of ownership and any further proof of **your claim** as **we** may reasonably require.
- If requested, a declaration of the truth of the claim and of any matter related to it.

**c) Get our approval for repairs:**

**You** must not go ahead with any repairs (except for emergency repairs to limit damage) without **our** approval. Where emergency repairs are

carried out **you** must keep any damaged property for **our** inspection.

**d) Report to An Garda Síochána if necessary:**

If **you** become aware of any **event** of theft, attempted theft, vandalism, or any other malicious and deliberate act, **you** must make a report to An Garda Síochána within 24 hours. **You** must also let them give **us** any information or help **we** may need.

**e) Keep us informed and forward correspondence:**  
**You** must:

**1)** notify **us** as soon as **you** become aware of any possible prosecution or inquest in connection with any **event**, and

**2)** send **us**, every letter, **claim**, legal proceedings and every correspondence, communication or notice from the Personal Injuries Resolution Board (PIRB) as soon as **you** receive it and without answering it.

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### 2. OUR RIGHTS IN THE EVENT OF A CLAIM OR RECOVERY

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**A. To salvage**

**We** will be entitled to:

- Enter or take possession of the **buildings** where the loss or damage occurred, and
- Access or take possession of any insured property, at any time during the course of a **claim**.

This condition will not make **us** responsible for **your** property or impact on any other condition under the **policy** that applies to **you** or **us**.

**You** may not abandon any property to **us** for **us** to deal with.

**B. To defend or settle legal action**

**We** can take over and manage legal proceedings in **your** name, or in the name of any other person insured under **your policy**. This may be to defend, settle or prosecute any **claim** for insurance cover or damages.

**C. To take legal action to recover payment**

**We** can take proceedings in **your** name, or in the name of any other person insured under the **policy** to recover any payment **we** have made under the **policy** at **our** own expense.

## Claims conditions

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### **D. To your co-operation**

**We** can decide how any proceedings and **claim** settlements are handled. **You**, or any other person insured under the **policy**, must give all information and help which **we** require.

# COVER SECTIONS

## Section 1–Buildings

- ! The individual cover items (1-21) outlined in this section will only apply to **your policy** if they are specified as active in **your schedule**. If any item is not specified as active in **your schedule**, no cover will apply.
- ! At our option we will rebuild, repair, replace or make a payment in the **event** of loss or damage to **your buildings** arising from any insured item. Cover is subject to the **sum insured** and limits specified in **your schedule**, together with the terms, conditions and exclusions of **your policy**.

### COVER ITEMS:

✓ What is covered?	✗ What is not covered?
1. Fire, explosion, lightning, thunderbolt, earthquake	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>
2. Smoke	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> caused by smog, agricultural or industrial work or by anything that happens gradually.</li> </ul>
3. Aircraft and other aerial devices for example satellites or articles dropped from them	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>
4. Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> to boundary walls, paths, drives, patios, decking, tennis hard courts, swimming pools, hot tubs, Jacuzzis, saunas, conservatories, domestic greenhouses, domestic glasshouses, solar panels, domestic wind turbines, electric vehicle charging points, gates, fences and hedges around and forming part of the <b>private home</b>.</li> <li>Loss or <b>damage</b> caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, (unless otherwise specified in <b>your schedule</b>)</li> </ul>
5. Theft or attempted theft	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, (unless otherwise specified in <b>your schedule</b>)</li> <li>Loss or <b>damage</b> where a <b>building</b> or any part of it is lent, let or sublet, unless force and violence has been used to get into or out of the <b>building</b>.</li> </ul>
6. Storm, flood	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> caused by frost, <b>subsidence</b> or <b>landslip</b>.</li> <li>Loss or <b>damage</b> to fences, gates and hedges.</li> </ul>

	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> to roofs built with torch-on felt more than 10 years old, or to roofs built with other felt more than five years old.</li> <li>• Loss or <b>damage</b> caused by anything that happens gradually.</li> <li>• Loss or <b>damage</b> to basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the '<b>water table</b>').</li> <li>• Any damage arising from storm water, unless item 7-Flood is active.</li> </ul>
<b>7. Flood</b>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage caused by frost, <b>subsidence</b> or <b>landslip</b>.</li> <li>• Loss or damage to fences, gates and hedges.</li> <li>• Loss or damage caused by anything that happens gradually.</li> <li>• Loss or damage to basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the '<b>water table</b>').</li> </ul>
<b>8. Breaking or falling of television and radio aerials, satellite dishes, aerial fittings and masts</b>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage to the aerial, satellite dish or mast itself and any fittings attached to it.</li> </ul>
<b>9. Escape of water from any fixed water or heating installation or domestic appliance</b>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage to any part or appliance from which the water leaked as a result of wear, tear or gradual deterioration.</li> <li>• Loss or damage caused by water leaking from shower units and baths through faulty seals and grouting.</li> <li>• Loss or damage caused by <b>subsidence</b>, ground <b>heave</b>, <b>landslip</b>, wet or dry rot.</li> <li>• Loss or damage caused by storm or <b>flood</b>.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<b>10 Leaking of oil from any fixed oil installation</b>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage to any part or appliance from which the oil leaked as a result of wear, tear or gradual deterioration.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>• Any costs or expenses incurred without <b>our</b> written agreement. <b>We</b> have the right at all times to appoint a suitable expert or contractor of <b>our</b> own choice.</li> </ul>
<b>11. Impact with any of the buildings by any road vehicle or animal</b>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> </ul>

	<ul style="list-style-type: none"> <li>Loss or damage caused by any domestic pets owned by or under the control of <b>you</b> or a member of <b>your family</b> or <b>household</b>.</li> </ul>
<p><b>12. Falling trees or parts of trees</b></p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage caused by the felling or lopping of trees carried out by <b>you</b> or on <b>your</b> behalf.</li> <li>Loss of or damage to fences, gates and hedges.</li> </ul>
<p><b>13. Subsidence, landslip or ground heave</b></p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage caused by coastal, river or lake erosion.</li> <li>Damage caused by bedding down of any <b>buildings</b> or the <b>settlement</b> of made-up ground or landfilled sites.</li> <li>Loss or damage if <b>you</b> know that any of the property on the site has already been damaged by land movement and <b>you</b> have not told <b>us</b> about it.</li> <li>Loss or damage arising from faulty workmanship, faulty design, the use of faulty materials or inadequate drains, drainage systems or inadequate foundations.</li> <li>Damage arising from the movement of solid floors or floor slabs, unless the foundation of the outside walls is damaged at the same time and by the same cause.</li> <li>Loss or damage arising from structural alterations, demolition, repairs or extensions to <b>buildings</b>.</li> <li>Loss or damage to: <ul style="list-style-type: none"> <li>swimming pools, hot tubs, Jacuzzis, saunas, domestic greenhouses, domestic glass houses, solar panels, domestic wind turbines, electric vehicle charging points, terraces, patios, decking, drives, footpaths, walls, gates or fences, drainage pipes, waste pipes and sewers, unless the <b>private home</b> is also damaged at the same time.</li> </ul> </li> </ul>
<p><b>14 Debris removal, architect fees, building regulations</b></p> <p>Where there has been loss or damage which is covered under items 1 to 13 of Section 1—Buildings, or Section 4—Optional and additional benefits—Accidental damage to the building of the private home, <b>we</b> will cover in the <b>buildings sum insured</b> the necessary and reasonable costs:</p> <p>a) to demolish, dismantle, remove debris and or shore up the <b>buildings</b>,</p> <p>b) for architects, surveyors and legal fees which <b>we</b> have agreed are necessary to reinstate the <b>buildings</b>,</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Any costs which <b>we</b> have not agreed to in writing.</li> <li>Any costs or fees incurred in preparing any <b>claim</b> under <b>your policy</b>.</li> <li>Any costs incurred in complying with any <b>building</b> or other regulations for which a notice was received before the loss or damage occurred.</li> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 1—Buildings, or under Section 4—Optional and additional benefits—Accidental damage to the building of the private home.</li> </ul>

## Section 1 - Buildings

<p>c) to comply with any government, local authority, <b>building</b> or other regulation but only as far as they apply to the damaged parts of the <b>buildings</b>.</p>	
<p><b>15. Underground pipes and cables</b>  <b>We</b> will pay for <b>accidental damage</b> to underground pipes and cables extending from the <b>private home</b> to the public mains and for which <b>you</b> are legally responsible.</p>	
<p><b>16. 24 Hours ‘Find a tradesperson’ helpline</b>  <b>Our</b> ‘Find a tradesperson’ helpline service is a 24 hour, 365 days-a-year service. <b>We</b> will connect <b>you</b> to <b>our</b> network of tradespersons including plumbers, electricians, glaziers, locksmiths or roofers to help <b>you</b> in an emergency. This service can be contacted on 0818 432 323.  <b>You</b> are responsible for all costs, expenses or fees which arise from the use of this helpline. However, if the cost is covered by this home insurance <b>policy</b>, <b>we</b> will repay the cost as part of a <b>claim</b> settlement.</p>	<p><b>We</b> provide this helpline to help <b>you</b> but cannot be responsible for:</p> <ul style="list-style-type: none"> <li>any expenses (except those expenses covered under <b>your policy</b>),</li> <li>indirect loss or legal liability for any loss or damage to any property or people,</li> </ul> <p>whether arising from, a delay in, or from any omission in the provision of these services.</p>
<p><b>17. Purchaser’s interest</b>  If <b>you</b> are selling the <b>private home</b>, the buyer or contracting purchaser will, with <b>your</b> permission, have the benefit of any valid <b>claim</b> under Section 1–Buildings, and Section 4–Optional and additional benefits–Accidental damage to the building of the private home. This benefit will apply up to the date of the completion of the sale.</p>	<ul style="list-style-type: none"> <li>Loss or damage if the <b>buildings</b> are already insured under any other policy.</li> <li>Any <b>event</b> that is not insured under Section 1–Buildings or under Section 4–Optional and additional benefits–Accidental damage to the building of the private home.</li> </ul>
<p><b>18. Accidental breakage of fixed glass and sanitary fittings</b>  <b>We</b> will pay for the accidental breakage of:</p> <ul style="list-style-type: none"> <li>fixed glass in windows, doors, fanlights, <ul style="list-style-type: none"> <li>fixed washbasins, pedestals, baths, sinks, splash backs, shower trays, bidets, lavatory pans, cisterns and similar sanitary fixtures.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<p><b>19. Alternative accommodation</b>  If the <b>private home</b> cannot be lived in because of loss or damage caused by any of the insured risks covered under items 1 to 13 of Section 1–Buildings, or Section 4–Optional and additional benefits–Accidental damage to the building of the private home, <b>we</b> will pay for the reasonable additional expenses <b>you</b> necessarily incur for either:</p> <ul style="list-style-type: none"> <li>similar alternative accommodation for <b>you</b> and members of <b>your family</b> permanently living at the <b>private home</b>, or</li> </ul>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Costs which <b>you</b> incur without <b>our</b> written permission.</li> <li>Costs which arise from delays caused by or directly relating to incorrect planning or other permissions attaching to the <b>buildings</b> at the time of the loss.</li> <li>Costs which arise from the rebuilding work being unreasonably delayed by <b>you</b> or any person acting on <b>your</b> behalf.</li> <li>Alternative accommodation costs arising where the <b>private home</b> is not being used as <b>your</b> primary place of residence.</li> </ul>



## Section 1 - Buildings

<ul style="list-style-type: none"> <li>loss of rental income if the <b>private home</b> is let out.</li> </ul> <p>The most <b>we</b> will pay under this heading 'Alternative accommodation' is up to the amount specified in <b>your schedule</b>.</p>	<ul style="list-style-type: none"> <li>Loss of rental income if the <b>private home</b> was not being let at the time of loss or damage.</li> <li>Alternative accommodation for visitors, paying guests or <b>domestic employees</b>.</li> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 1–Buildings or under Section 4–Optional and additional benefits–Accidental damage to the building of the private home.</li> </ul>
<p><b>20 Trace and access</b></p> <p><b>We</b> will pay up to the amount specified in <b>your schedule</b> for the necessary removal or replacement of any part of the <b>buildings</b> to repair any fixed household water or heating installation which has caused an escape of water or oil.</p>	<ul style="list-style-type: none"> <li>Loss or damage to any part or appliance from which the water or oil leaked.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>Loss or damage arising while any works of repair, reconstruction or replacement are being carried out.</li> </ul>
<p><b>21 Fire brigade charges</b></p> <p>If <b>you</b> have a valid <b>claim</b>, <b>we</b> will pay fire brigade charges up to the amount specified in <b>your schedule</b> for dealing with any loss or damage to <b>buildings</b> caused by an insured risk under items 1 to 13 of Section 1–Buildings, or Section 4–Optional and additional benefits–Accidental damage to the building of the private home.</p>	<ul style="list-style-type: none"> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 1–Buildings or under Section 4–Optional and additional benefits–Accidental damage to the building of the private home.</li> </ul>

## Section 2–Contents

! The individual cover items (1 to 33) outlined in this section will only apply to **your policy** if they are specified as active in **your schedule**. If any item is not specified as active in **your schedule**, no cover will apply.



! At our option we will re-instate, repair, replace or pay an amount in the **event** of loss or damage to **your contents** arising from any insured item. Cover is subject to the **sum insured**, and limits specified in **your schedule**, together with the terms, conditions and exclusions of your policy.

### COVER ITEMS

✓ What is covered?	✗ What is not covered?
1. Fire, explosion, lightning, thunderbolt, earthquake	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>
2. Smoke	<ul style="list-style-type: none"> <li>The <b>excess</b></li> <li>Loss or <b>damage</b> caused by smog, agricultural or industrial work or by anything happening gradually.</li> </ul>
3. Aircraft and other aerial devices for example satellites or articles dropped from them	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>
4. Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, (unless otherwise specified in <b>your schedule</b>).</li> </ul>
5. Theft or attempted theft of contents from the private home or domestic outbuildings on the same premises and used for domestic purposes	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, (unless otherwise specified in <b>your schedule</b>).</li> <li>Loss or damage where the <b>building</b> or part of it is lent, let or sublet, unless force and violence is used to get into or out of the <b>building</b>.</li> </ul>
6. Storm	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage caused by frost, <b>subsidence</b> or <b>landslip</b>.</li> <li>Loss or damage caused by anything that happens gradually.</li> <li>Loss or <b>damage</b> to <b>contents</b> in basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the '<b>water table</b>')</li> <li>Any damage arising from storm water, unless item 7–Flood is active.</li> </ul>
7. Flood	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>

	<ul style="list-style-type: none"> <li>Loss or damage caused by frost, <b>subsidence</b> or <b>landslip</b>.</li> <li></li> <li>Loss or damage caused by anything that happens gradually.</li> <li>Loss or damage to <b>contents</b> in basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the '<b>water table</b>').</li> </ul>
<b>8. Breaking or falling of television and radio aerials, satellite dishes, aerial fittings and masts.</b>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage to the aerial, satellite dish or mast itself and any fittings attached to it.</li> </ul>
<b>9. Escape of water from any fixed water or heating installation or domestic appliance</b>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage to any part or appliance from which the water leaked as a result of wear, tear or gradual deterioration.</li> <li>Loss or <b>damage</b> caused by water leaking from shower units and baths through faulty seals and grouting.</li> <li>Loss or damage caused by <b>subsidence</b>, ground <b>heave</b>, <b>landslip</b>, wet or dry rot.</li> <li>Loss or damage caused by storm or <b>flood</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<b>10. Leaking of oil from any fixed oil installation</b>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage to any part or appliance from which the oil leaked as a result of wear, tear or gradual deterioration.</li> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, (unless otherwise specified in <b>your schedule</b>).</li> <li>Any costs incurred without <b>our</b> written agreement. <b>We</b> have the right at all times to appoint a suitable expert or contractor of <b>our</b> own choice.</li> </ul>
<b>11. Impact with any of the buildings by any road vehicle or animal</b>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> caused by any domestic pets owned by <b>you</b> or under <b>your</b> control or owned by or under the control of a member of <b>your family</b> or <b>household</b>.</li> </ul>
<b>12. Falling trees or parts of trees</b>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>All loss or <b>damage</b> unless the buildings are damaged at the same time.</li> </ul>
<b>13. Subsidence, landslip or ground heave</b>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>All loss or damage unless the buildings are damaged at the same time.</li> </ul>
<b>14. Loss of domestic heating fuel</b> We will pay up to the amount specified in your schedule for loss of domestic heating oil and or	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>

<p>gas following loss or damage caused by any of the events described by items 1 to 13 of Section 2—Contents.</p>	<ul style="list-style-type: none"> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 2—Contents.</li> </ul>
<p><b>15. Valuables</b>  <b>We</b> will pay up to the amount specified in <b>your schedule</b> for any item falling within the definition of <b>valuables</b> under <b>your policy</b>. Cover will apply if the loss or damage is insured under items 1 to 13 of Section 2—Contents, or Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 2—Contents or under Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</li> </ul>
<p><b>16. Glass breakage</b>  <b>We</b> will pay up to the amount specified in <b>your schedule</b> for accidental breakage of mirrors, fixed glass in furniture and ceramic hobs.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>Loss or damage to glass in pictures, clocks and similar articles and glass ordinarily carried by hand.</li> </ul>
<p><b>17. Door locks replacement</b>  <b>We</b> will pay up to the amount specified in <b>your schedule</b> for the cost of replacing:</p> <ul style="list-style-type: none"> <li>external door locks in the <b>private home</b> or any <b>domestic outbuilding</b>,</li> <li>any domestic safe, or</li> <li>any burglar alarm keyswitch,</li> </ul> <p>if the keys (or keyless entry devices) have been lost, damaged or stolen and cannot be recovered.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>Loss or damage to the locks of any gates.</li> </ul>
<p><b>18. Contents in the open</b>  <b>We</b> will pay up to the amount specified in <b>your schedule</b> for loss or damage to <b>contents</b> in the open while the <b>contents</b> are within the boundary of the site on which the <b>private home</b> stands.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>Theft of pedal cycles including <b>electrically assisted pedal cycles</b>, unless securely locked to a permanently fixed item.</li> </ul>

 What is covered?	 What is not covered?
<p><b>19. Fire brigade charges</b></p> <p>If <b>you</b> have a valid <b>claim</b>, <b>we</b> will pay fire brigade charges up to the amount specified in <b>your schedule</b> for dealing with any loss or damage to <b>contents</b> caused by an insured risk under items 1 to 13 of Section 2- Contents.</p>	<ul style="list-style-type: none"> <li>Charges where a <b>claim</b> is made under item 21 of Section 1-Buildings of this <b>policy</b>.</li> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 2-Contents.</li> </ul>
<p><b>20. Alternative Accommodation</b></p> <p>If the <b>private home</b> cannot be lived in because of loss or damage caused by any of the insured risks covered under items 1 to 13 of Section 2-Contents, <b>we</b> will pay for the reasonable additional expenses <b>you</b> necessarily incur for either:</p> <p>a) similar alternative accommodation for <b>you</b> and members of <b>your family</b>, or</p> <p>b) loss of rental income if the <b>private home</b> is let out.</p> <p>The most <b>we</b> will pay under this heading 'Alternative accommodation' is up to the amount specified in <b>your schedule</b>.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Any amount which we become liable to pay for alternative accommodation under Section 1-Buildings of this policy.</li> <li>Costs which you incur without our written permission.</li> <li>Costs which arise from delays caused by or directly relating to incorrect planning or other permissions attaching to the <b>buildings</b> at the time of the loss.</li> <li>Costs which arise from the rebuilding work being unreasonably delayed by <b>you</b> or any person acting on <b>your</b> behalf.</li> <li>Alternative accommodation costs arising where the <b>private home</b> is not being used as <b>your</b> primary place of residence.</li> <li>Loss of rental income if the <b>private home</b> was not being let at the time of loss or damage.</li> <li>Alternative accommodation for visitors or domestic employees.</li> <li>Any <b>event</b> that is not insured under items 1 to 13 of Section 2-Contents.</li> </ul>
<p><b>21. Clean-up expenses (oil)</b></p> <p><b>We</b> will pay up to the amount specified in <b>your schedule</b> for expenses which are necessary and reasonably incurred in cleaning up following the escape of oil from any fixed domestic installation.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Expenses incurred in cleaning up landscape.</li> <li>Loss or damage which occurs while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>Expenses for which a <b>claim</b> is made elsewhere under this or any other insurance <b>policy</b>.</li> </ul>
<p><b>22. Title deeds</b></p> <p><b>We</b> will pay up to the amount specified in <b>your schedule</b> for the cost of preparing new title deeds to the <b>buildings</b> covered under <b>your policy</b> if they are lost or damaged by any of the <b>events</b> insured by <b>your policy</b> while:</p> <ul style="list-style-type: none"> <li>in the <b>private home</b>, or</li> <li>with <b>your</b> bank, building society or solicitor for safe-keeping.</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>

<p><b>23. Contents temporarily removed</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for loss or damage to <b>contents</b> caused by the insured risks covered under items 1 to 13 of Section 2—Contents, while they are temporarily removed from <b>your private home</b> and <b>domestic outbuildings</b> to another location in:</p> <ul style="list-style-type: none"> <li>• Ireland,</li> <li>• Northern Ireland,</li> <li>• Great Britain,</li> <li>• the Isle of Man,</li> <li>• the Channel Islands, or</li> </ul> <p>the continent of Europe.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss of <b>personal money</b>.</li> <li>• Damage caused by storm or <b>flood</b> to property not in an enclosed <b>building</b>.</li> <li>• Theft except for:             <ul style="list-style-type: none"> <li>○ items in the possession and control of a bank,</li> <li>○ from any <b>building</b> where <b>you, your family</b> or member of <b>your household</b> are temporarily living.</li> </ul> </li> <li>• Property otherwise insured or removed for repair, sale or exhibition.</li> <li>• Any <b>event</b> that is not insured under items 1 to 13 of Section 2—Contents.</li> </ul>
<p><b>24. Unauthorised use of credit cards</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for financial loss incurred by:</p> <ul style="list-style-type: none"> <li>• <b>you</b>, or</li> <li>• any member of <b>your family</b> permanently living with <b>you</b>,</li> </ul> <p>arising from the unauthorised use of personal cheques or any <b>credit cards</b> anywhere in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and the continent of Europe, or for up to 60 days in the rest of the world</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Unauthorised use by a member of <b>your family</b> or <b>household</b>.</li> <li>• Losses where the conditions of the <b>credit card</b> issued were not complied with.</li> <li>• Losses not reported to the card provider and An Garda Síochána within 24 hours of being discovered.</li> </ul>
<p><b>25. Personal money</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for any item falling within the definition of <b>personal money</b> under <b>your policy</b>, if the loss or damage is covered under items 1 to 13 of Section 2—Contents, or Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Any <b>event</b> that is not insured under items 1 to 13 of Section 2—Contents or under Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</li> </ul>
<p><b>26. Wedding presents</b></p> <p>Provided it is during the <b>period of insurance</b>, we will increase the <b>sum insured</b> on <b>contents</b> to the amount specified in <b>your schedule</b> for a period of 30 days before and 30 days after the date of the wedding day of:</p> <ul style="list-style-type: none"> <li>• <b>you</b>, or</li> <li>• any member of <b>your family</b></li> </ul> <p>to cover wedding presents in the <b>private home</b>.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> <li>• Expenses for which a <b>claim</b> is made elsewhere under this or any other insurance <b>policy</b>.</li> </ul>

<p><b>27. Christmas presents</b></p> <p>Provided it is during the <b>period of insurance</b>, we will increase the <b>sum insured on contents</b> by the amount specified in <b>your schedule</b> for a period of 30 days before and 30 days after Christmas day each year, to cover Christmas presents in the <b>private home</b>.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<p><b>28. Loss of food in a fridge or freezer</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for loss, destruction or damage to food in a fridge or freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.</p> <p>We will also pay for loss of or damage to food which has been removed from the deep freezer following any insured <b>event</b> under <b>your policy</b>.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss, destruction or damage arising from a deliberate act by <b>you</b> or any person acting on <b>your</b> behalf or <b>your</b> power supply being cut off or restricted by the electricity supplier.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<p><b>29. Jury service</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for each day that <b>you</b> or <b>your</b> spouse or partner permanently living with <b>you</b> in the <b>private home</b> attends jury service in any law court in the Republic of Ireland, if <b>we</b> receive written proof.</p> <p>You will not lose <b>your</b> no <b>claim</b> discount for a <b>claim</b> under this heading.</p>	
<p><b>30. Death benefit for you and your spouse or partner</b></p> <p>We will pay a benefit up to the amount specified in <b>your schedule</b> in the <b>event</b> of:</p> <ul style="list-style-type: none"> <li>• <b>your</b> death or</li> <li>• the death of <b>your</b> spouse or partner permanently living with <b>you</b> in the <b>private home</b>,             <ol style="list-style-type: none"> <li>a) if the death occurs from outward visible and violent injury directly caused by:                 <ul style="list-style-type: none"> <li>• fire, lightning or explosion in the <b>private home</b>, or</li> <li>• burglars or intruders in the <b>buildings</b> or on the street of the <b>private home</b>, or</li> </ul> </li> <li>b) if the death occurs within three months of outward, visible and violent injury directly caused while travelling as a fare paying passenger in a train, bus, licenced taxi, hackney or airplane.</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> </ul>

<p><b>31. Visitors’ personal belongings</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for loss or damage to the <b>personal belongings</b> of visitors while in the <b>private home</b>, if the loss or damage is covered under items 1 to 13 of Section 2—Contents, or Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage to the <b>contents</b> of paying guests.</li> <li>• Loss or damage to <b>personal money</b> or stamps.</li> <li>• Loss or damage if the property is insured elsewhere.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<p><b>32. Employees’ personal belongings</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for loss or damage to the <b>personal belongings</b> of <b>your domestic employees</b> while in the <b>private home</b>, if the loss or damage is covered under items 1 to 13 of Section 2—Contents, or Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or damage to <b>personal money</b> or stamps.</li> <li>• Loss or damage if the property is insured elsewhere.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>
<p><b>33. Home office equipment</b></p> <p>We will pay up to the amount specified in <b>your schedule</b> for any item that comes within the definition of <b>home office equipment</b> under <b>your policy</b>, if the loss or damage is covered under items 1 to 13 of Section 2—Contents, or Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Any <b>event</b> that is not insured under items 1 to 13 of Section 2—Contents or under Section 4—Optional and additional benefits—Accidental damage to contents in the private home.</li> <li>• Loss or damage occurring while the <b>private home</b> is <b>unfurnished or unoccupied</b> (unless otherwise specified in <b>your schedule</b>).</li> </ul>



## Section 3–Liability

**!** The covers outlined in this section will only apply to **your policy** if it is specified as active in **your schedule**. If any cover is not specified as active **your schedule**, no cover will apply.

**!** Cover is subject to the **sums insured** and limits specified in your schedule, together with the terms, conditions and exclusions of your policy.

‘Liability’ cover is intended to pay for injury to others or damage to their property, as a result of an **event** which may be deemed **your** fault.

This section describes the insurance provided by the following liability covers, if **you** have them on **your policy**:

- Occupier and personal liability
- Property owner liability
- Employer liability
- Tenant liability.

### OCCUPIER AND PERSONAL LIABILITY

If ‘Occupier and personal liability’ is specified as active in **your schedule**, the following cover will apply to **events** occurring at the risk address in **your schedule**.

#### What is covered?

**We** will provide **you** with cover for amounts **you** legally have to pay as occupier of the **private home** or arising in a personal capacity for:

1. Accidental death of or bodily injury to or illness to any person except
  - a) a member of **your family** or **household**,
  - b) **your** employees or employees of a member of **your family** or **household**.
2. **Accidental damage** to property not belonging to or in the charge of or under the control of:
  - a) **you**,
  - b) any member of **your family** or **household**,
  - c) **your** employees or employees of a member of **your family** or **household**.

**We** will also pay:

- the legal costs, fees and expenses that any person making a **claim** against **you** is entitled to recover, and
- any costs incurred with **our** prior written agreement.

In addition, **we** will provide this cover to members of **your family** or **household** permanently living with **you** at the **private home** so long as these persons observe, fulfil and are subject to the terms, conditions and exclusions of the **policy** in so far as they apply.

The most **we** will pay under this heading ‘Occupiers and personal liability’ for

- any one **claim**, or
- any series of **claims** arising out of any one **event**,

will not exceed the amount specified in **your schedule**. This maximum amount includes all legal costs, fees and expenses.

In the **event** of **your** death, **we** will provide cover to **your** personal representatives for **your** liabilities, so long as they observe, fulfil and are subject to the terms, conditions and exclusions of the **policy** in so far as they apply.

#### What is not covered?

1. Liability where a **claim** is made under any other liability cover in Section 3 – Liability of this **policy** booklet.
2. Liability accepted under a contract and that only exists because of that contract.
3. Liability directly or indirectly caused by pollution or contamination of **buildings**, structures, water, land or atmosphere.
4. Liability arising in connection with the ownership or possession of any land, **buildings** or structures, except for the insured **buildings**.
5. Injury or damage arising out of or related to any profession, trade, business, or use of any **building** as a commercial store, except for:
  - a) the provision of a child-minding service in the **private home** for up to three children,
  - b) the letting of accommodation for up to two paying guests,
  - c) office work carried out at the **private home** which does not involve any visitors to the **private home**.
6. Injury or damage arising out of the use of any:
  - **motorised or electric vehicle**,
  - **electrically assisted pedal cycle**,
  - horse-drawn vehicle or craft,
  - lift, elevator or stair-lift,

- boat, watercraft or hovercraft,
- aircraft or drone,
- wind turbine,
- trailer or caravan,

owned by or in the custody or control of **you** or any member of **your family** or **household**. This exclusion will not apply to:

- a. pedestrian-controlled garden implements or ride-on lawnmowers used at the **private home** in situations where cover for liabilities to others under the Road Traffic Acts does not apply,
- b. trailers and caravans detached from any vehicle parked at the **private home** in situations where cover for liabilities to others under the Road Traffic Acts does not apply,
- c. hand-propelled boats and non-motorised model aircraft.

7. Bodily injury or illness arising in connection with construction, reconstruction, structural alterations or repair works.

8. Liability arising in connection with dangerous implements (for example chainsaws, blow-torches, kango hammers, welding equipment and or any equipment requiring the use of protective clothing) which are being used other than at the **private home**.

9. Liability arising in connection with tree felling or lopping operations.

10 Liability arising in connection with the ownership, possession or use of dogs designated as dangerous in the regulations made under the current Control of Dogs Acts, where such possession or use is not in accordance with the regulations.

11. Liability in connection with the transmission of any communicable viruses or disease by **you** or any member of **your family** or **household**.

12. Liability in connection with any firearm or sporting gun unless specifically agreed by **us** in writing.

13. Liability arising in connection with the use of any trampoline, bouncy castle or inflatable game, swimming pool, jacuzzi or hot tub.

14. Any action commenced or brought against **you** in a court of law outside of the European Union or United Kingdom, or any enforcement of any judgment against **you** granted in a court of law outside of the European Union or the United Kingdom.

### PROPERTY OWNER LIABILITY

If 'Property owner liability' is specified as active in **your schedule**, the following cover will apply to **events** occurring at the risk address in **your schedule**.

#### What is covered?

**We** will provide **you** with cover for amounts **you** legally have to pay in **your** capacity as owner of the **private home** for:

1. Accidental death of or bodily injury to or illness to any person except

- a) a member of **your family** or **household**,
- b) **your** employees or employees of a member of **your family** or **household**.

2. **Accidental damage** to property not belonging to or in the charge of or under the control of:

- a) **you**,
- b) any member of **your family** or **household**,
- c) **your** employees or employees of a member of **your family** or **household**.

**We** will also pay:

- the legal costs, fees and expenses that any person making a **claim** against **you** is entitled to recover, and
- **your** costs and expense for which **we** have given **our** written agreement.

The most **we** will pay under this heading 'Property owner's liability' for

- any one claim, or
- any series of claims arising out of any one event, will not exceed the amount specified in **your schedule**.

This maximum amount includes all legal costs, fees and expenses.

In the event of **your** death, **we** will provide cover to your legal personal representatives for your liabilities so long as they observe, fulfil and are subject to the terms, conditions and exclusions of **your policy** in so far as they apply.

What is not covered?
1. Liability where a <b>claim</b> is made under any other liability cover in Section 3 – Liability of this <b>policy</b> booklet.
2. Liability accepted under a contract and that only exists because of that contract.
3. Liability directly or indirectly caused by pollution or contamination of <b>buildings</b> , structures, water, land or atmosphere.
4. Liability arising in connection with the ownership or possession of any land, <b>buildings</b> or structures, other than the <b>private home</b> specified in <b>your schedule</b> .
5. Injury or damage arising out of or related to any profession, trade, business, or use of any <b>building</b> as a commercial store, except for: <ol style="list-style-type: none"> <li>a) the provision of a child-minding service in the <b>private home</b> for up to three children,</li> <li>b) the letting of accommodation for up to two paying guests,</li> <li>c) office work carried out at the <b>private home</b> which does not involve any visitors to the <b>private home</b>.</li> </ol>
6. Injury or damage arising out of the use of any: <ul style="list-style-type: none"> <li>• <b>motorised or electric vehicle</b>,</li> <li>• <b>electrically assisted pedal cycle</b>,</li> <li>• horse-drawn vehicle or craft,</li> <li>• lift, elevator or stair-lift,</li> <li>• boat, watercraft or hovercraft,</li> <li>• aircraft or drone,</li> <li>• wind turbine,</li> <li>• trailer or caravan,</li> </ul> owned by or in the custody or control of <b>you</b> or any member of <b>your family</b> or <b>household</b> . This exclusion will not apply to: <ol style="list-style-type: none"> <li>a) pedestrian-controlled garden implements or ride-on lawnmowers used at the <b>private home</b> in situations where cover for liabilities to others under the Road Traffic Acts does not apply,</li> <li>b) trailers and caravans detached from any vehicle parked at the <b>private home</b> in situations where cover for liabilities to others under the Road Traffic Acts does not apply,</li> <li>c) hand-propelled boats and non-motorised model aircraft.</li> </ol>
7. Bodily injury or illness arising in connection with construction, reconstruction, structural alterations or repair works.
8. Liability arising in connection with tree felling or lopping operations.
9. Liability in connection with the transmission of any communicable viruses or disease by <b>you</b> or any member of <b>your family</b> or <b>household</b> .

10 Liability arising in connection with the use of any trampoline, bouncy castle or inflatable game, swimming pool, jacuzzi or hot tub.

11. Any action commenced or brought against **you** in a court of law outside of the European Union or United Kingdom, or any enforcement of any judgment against **you** granted in a court of law outside of the European Union or the United Kingdom.

## EMPLOYER LIABILITY

If ‘Employer liability’ is specified as active in **your schedule**, the following cover will apply to **events** occurring at the risk address in **your schedule**.

### What is covered?

**We** will provide **you** with cover for amounts **you** legally have to pay for death or bodily injury or disease happening during the **period of insurance** to any **domestic employee** in the course of their employment by **you** relating to the **private home**.

**We** will also pay:

- the legal costs, fees and expenses that any person making a **claim** against **you** is entitled to recover, and
- any costs **you** incur with **our** prior written consent.

The most **we** will pay under this heading ‘Employer liability’ for

- any one claim, or
- any series of claims arising out of any one event, will not exceed the amount specified in **your schedule**.

This maximum amount includes all legal costs, fees and expenses.

In the **event** of **your** death, **we** will provide cover to **your** personal representatives for **your** liabilities, so long as they observe, fulfil and are subject to the terms, conditions and exclusions of the **policy** in so far as they apply.

### What is not covered?

1. Liability where a **claim** is made under any other liability cover in Section 3 – Liability of this **policy** booklet.

2. Liability accepted under a contract and that only exists because of that contract.

3. Death or bodily injury to or disease of any member of **your family or household**.

4. Accidents involving any independent contractor, consultant or their employees.

5. Liability arising in connection with the ownership, possession or occupation of any other land, **buildings** or structures other than the **private home**

6. Injury or damage arising out of or related to any profession, trade, business, or use of any **building** as a commercial store, except for:

- a) the provision of a child-minding service in the **private home** for up to three children,

- b) the letting of accommodation for up to two paying guests,

- c) office work carried out at the **private home** which does not involve any visitors to the **private home**.

7. Injury or damage arising out of the use of any:

- **motorised or electric vehicle**,
- **electrically assisted pedal cycle**,
- horse-drawn vehicle or craft,
- lift, elevator or stair-lift,
- boat, watercraft or hovercraft,
- aircraft or drone,
- wind turbine,
- trailer or caravan,

owned by or in the custody or control of **you** or any member of **your family or household**. This exclusion will not apply to:

- a. pedestrian-controlled garden implements or ride-on lawnmowers used at the **private home** in situations where cover for liabilities to others under the Road Traffic Acts does not apply,
- b. trailers and caravans detached from any vehicle parked at the **private home** in situations where cover for liabilities to others under the Road Traffic Acts does not apply,
- c. hand-propelled boats and non-motorised model aircraft.

8. Liability arising in connection with construction, reconstruction, structural alterations or repair works.

9. Liability arising in connection with tree felling or lopping operations.

10. Liability arising from working on roofs or at heights including the use of ladders, scaffolding, cherry pickers or other devices.

11. Liability arising in connection with dangerous implements (for example chainsaws, blow-torches, kango hammers, welding equipment and or any equipment requiring the use of protective clothing)

12. Liability in connection with the transmission of any communicable viruses or disease by **you** or any member of **your family or household**.

13. Liability arising in connection with the use of any trampoline, bouncy castle or inflatable game, swimming pool, jacuzzi or hot tub.

14. Any action commenced or brought against **you** in a court of law outside of the European Union or United Kingdom, or any enforcement of any judgment against **you** granted in a court of law outside of the European Union or the United Kingdom.

### TENANT LIABILITY

If 'Tenant liability' is specified as active in **your schedule**, the following cover applies.

#### What is covered?

If under a written contract **you** are responsible for:

- the **private home**, and or,
- landlord's fixtures and fittings,

**we** will pay up to the amount specified in **your schedule** for loss or damage caused to them by an insured risk, under items 1 to 10 of Section 2–Contents.

#### What is not covered?

- The excess
- Loss or damage occurring while the **private home** is **unfurnished** or **unoccupied** (unless otherwise specified in **your schedule**).

## Section 4 – Optional and additional benefits

## Section 4 – Optional and additional benefits

**!** The covers outlined in this section will only apply to **your policy** if it is specified as active in **your schedule**. If any cover is not specified as active **your schedule**, no cover will apply.

**!** Cover is subject to the sums insured and limits specified in your schedule, together with the terms, conditions and exclusions of **your policy**.

This section outlines any additional benefits **we** may apply to **your policy** as standard, together with any optional extras **you** may be able to purchase to extend **your policy** protection.

**Your proposal** form or **statement of fact** and **schedule** will specify the standard and optional covers which apply to you. These may include:

- Step-back no claim discount protection
- No claim discount protection plus
- Accidental damage to the building of the private home
- Accidental damage to contents in the private home
- Home emergency assistance
- All risks cover for items carried inside or outside your home

Please note all covers are subject to eligibility criteria.

### STEP-BACK NO CLAIM DISCOUNT PROTECTION

If 'step-back no claim discount' is specified as active in **your schedule**, the following rules apply.

**Your no claim** discount will not be impacted by a **claim** for:

- Jury service, or
- Home emergency assistance.

Any other **claim** under **your policy**, will mean **your no claim** discount is impacted in line with **our** step-back no claim discount protection rules:

**1)** A single **claim** under **your policy** in the **period of insurance** will result in **your no claim** discount being reduced as follows:

- 50% back to 40%

- 45% back to 35%
- 40% back to 20%
- 35% back to 0%
- 20% back to 0%

**2)** If **you** have more than one **claim** in the same **period of insurance**, **your no claim** discount will reduce to zero.

This **no claim** discount protection will apply only to the level of discount granted under **your no claim** discount scale. **Your** cover and the premium **we** charge may still be affected due to other factors, including **your claims** history.

### NO CLAIM DISCOUNT PROTECTION PLUS

If 'No claim discount protection plus' is specified as active in **your schedule**, the following rules apply.

**Your no claim** discount will not be impacted by a **claim** for:

- Jury service, or
- Home emergency assistance.

Any other **claim** under **your policy**, will mean **your no claim** discount is impacted in line with **our** no claim discount protection plus rules:

**1)** **You** may make a single **claim** in the **period of insurance**, without a reduction in the level of **no claim** discount under **your policy**.

**2)** If **you** have a second **claim** in the **period of insurance**, **your no claim** discount will be reduced as follows:

- 50% back to 40%
- 45% back to 35%
- 40% back to 20%
- 35% back to 0%
- 20% back to 0%

**3)** If **you** have a third **claim** in the **period of insurance**, **your no claim** discount will reduce to zero.

## Section 4 – Optional and additional benefits

This no **claim** discount protection will apply only to the level of discount granted under **your** no **claim** discount scale. **Your** cover and the premium **we** charge may still be affected due to other factors, including **your claims** history.

### ACCIDENTAL DAMAGE TO THE BUILDING OF THE PRIVATE HOME

If 'Accidental damage to the building of the private home' is specified as active in **your schedule**, the following cover applies.

#### What is covered?

**We** will provide **accidental damage** cover for the **building of the private home**, excluding **domestic outbuildings**.

#### What is not covered?

1. The excess
2. Loss or damage occurring while the **private home** is **unfurnished** or **unoccupied** (unless otherwise specified in **your schedule**).
3. Loss or damage while any part of the **private home** is lent, let or sublet, unless otherwise specified in **your schedule**.
4. Loss or damage caused by wear and tear or gradual deterioration, domestic pets, insects, vermin, corrosion, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, electrical or mechanical breakdown.
5. Loss or damage caused by or resulting from faulty workmanship or design-or the use of faulty materials.
6. Loss or damage caused by scratching, scraping or denting.
7. Loss or damage arising from structural alterations, demolition, repairs or extensions to the **buildings**.
8. Loss or damage excluded or limited under items 1 to 13 of Section 1–Buildings, or any other relevant exclusion or limitation in **your policy**.

### ACCIDENTAL DAMAGE TO CONTENTS IN THE PRIVATE HOME

If 'Accidental damage to contents in the private home' is specified as active in **your schedule**, the following cover applies.

#### What is covered?

**We** will extend the insurance in force under Section 2–Contents, to include cover for **accidental damage to contents** while in the **private home**, excluding **domestic outbuildings**.

The item limits recorded in **your policy schedule** under Section 2–Contents, will also apply to any **claim** for **accidental damage to contents**.

#### What is not covered?

1. The excess
2. Loss or damage occurring while the **private home** is **unfurnished** or **unoccupied** (unless otherwise specified in **your schedule**).
3. Loss or damage to any item that is not included in the definition of **contents** under **your policy**.
4. Loss or damage to any item while it is outside the **building of the private home**, unless it is otherwise covered under **all risks** cover for items carried outside **your** home.
5. Damage to glass, earthenware, china items or brittle items.
6. Loss or damage arising from wear and tear, gradual deterioration, action of light or weather (other than storm), moths, vermin, any process of cleaning, maintaining, repairing, dyeing or restoring, or mechanical or electrical defect, breakdown, taking apart, or misuse.
7. Damage or corruption of data or computer programs.
8. Chewing, scratching, tearing or fouling by pets.
9. Loss or damage excluded or limited under items 1 to 13 of Section 2–Contents, or any other relevant exclusion or limitation in the **policy**.
10. Damage to:
  - a) Jewellery, watches,
  - b) furs,
  - c) musical instruments, records, tapes, cassettes, discs, software, data carrying devices,
  - d) cameras, camcorders,
  - e) contact lenses, spectacles, hearing aids,
  - f) mobile phones,
  - g) sporting guns,
  - h) food, drink, or plants.



## Section 4 – Optional and additional benefits

### HOME EMERGENCY ASSISTANCE

If 'Home emergency assistance' is specified as active in **your schedule**, the following benefits apply.

Phone: **0818 432 323**

Home emergency assistance provides a 24 hours, 365 days a year service, through our service provider MAPFRE ASSISTANCE Agency Ireland, in the **event** of a household emergency. **You** must call the assistance number provided to notify us of **your** emergency and **we** will only be responsible for expenses incurred with **our** prior approval.

If the **private home** has been broken into **you** should notify An Garda Síochána prior to calling the home emergency assistance line.

An emergency is an unexpected or sudden **event** which results in damage to the **private home** which requires immediate action to make it safe and secure it against further loss or damage.

**Your excess** will not apply to a home emergency assistance request.

Please have the following information available when **you** call:

- a) **Your** telephone number.
- b) **Your** full home address.
- c) **Your policy** number.
- d) A description of the problem.

#### Events insured

##### Section A – Home emergency assistance

**We** will provide an emergency repair service to secure the **private home** and prevent any further loss or damage from occurring. **We** will only provide this cover following an unexpected or sudden **event** which requires immediate action as a result of:

- 1) Broken or damaged piping, leaks from sanitary fixtures and fittings and fixed water installations within the **private home**.
- 2) Failure of the electrical supply within the **private home** due to a fault or damage to the electrical installation inside the home.
- 3) The **private home** being made insecure or if entry is obstructed due to:
  - loss of keys,
  - damage to locks,
  - theft,

- any other accidental cause,
  - a child having locked themselves in a room.
- 4) Storm damage or any other **accidental damage** to the roof which renders the **private home** insecure.
  - 5) Broken glass in outside windows or doors which makes the **private home** insecure.

##### Section B – Follow up services

**We** will provide **you** with the number of an essential service urgently.

##### Cover provided

**We** will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to the value specified in **your schedule**, per home emergency assistance. This value includes VAT.

If the cost of the emergency repairs exceeds the value specified in **your schedule**, **you** will be responsible for paying the difference. However, if **you** have a valid **claim** under Section 1–Buildings of **your** home insurance **policy**, **we** will refund any repair cost **you** pay.

##### ! What is not covered?

###### We will not pay for:

1. The repair of damage arising from seepage, leaking or dampness even as a result of breakage or damage of the piping or other installation.
2. The repair of air conditioning installations, electrical showers, water filtration units, jacuzzis, drains and septic tanks outside the **private home**.
3. Repair to lighting, including bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances.
4. Alarm or telephone systems.
5. Any work to:
  - inside doors or fittings,
  - outside doors not leading directly to the **private home**,
  - mechanical shutters or automatic garage doors,
  - double glazed units where one pane has remained intact,



## Section 4 – Optional and additional benefits

<ul style="list-style-type: none"> <li>any <b>private home</b> in the course of construction or under refurbishment or renovation.</li> </ul>
6. Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
7. Any assistance requests if <b>you</b> knowingly provide false or misleading information.
8. Any work other than emergency repair as specified.
9. Any work undertaken which is not within the <b>private home</b> .
10. Any costs incurred without <b>our</b> prior approval.
11. Any incident brought about by an avoidable or wilful or deliberate act committed by <b>you</b> or any act <b>you</b> consented to or reasonably should have known would cause loss or damage.
12. Damage to <b>your contents</b> .
The general <b>policy</b> exclusions will also apply to the cover provided under this section.

### Conditions

**We** will only provide the home assistance benefits described in the **policy** once **you** have complied with all its terms and conditions.

- a) This section provides home emergency assistance only. It does not replace the cover provided by Section 1 – Buildings and does not provide for the cost of normal wear, tear, depreciation or general maintenance.
- b) **We** will not pay any benefit unless **you** have notified **us** by calling the contact number and **we** have authorised assistance.
- c) **You** cannot transfer the benefits of **your policy** to anyone else.
- d) **You** should keep the **private home** in a good state of repair.
- e) **Our** home emergency assistance cover is limited to a maximum of 4 emergency assists in any one 12 month **period of insurance**. After the fourth assistance, **your** home emergency assistance cover becomes void. Any further assistance will be at **your** own cost.
- f) While **we** do **our** best to arrange prompt service for all emergencies, the service levels cannot be guaranteed at times of severe weather conditions which last for a long

period of time such as bad storms. At these times there may be a shortage of tradespersons available to provide assistance.

- g) **We** may refuse assistance if there is any risk to the safety or security of the attending tradesperson.

### ALL RISKS COVER FOR ITEMS CARRIED INSIDE OR OUTSIDE YOUR HOME

If **you** have insured any item on an 'all risks' basis and 'All risks cover for items carried inside or outside your home' is specified as active in **your schedule**, cover will apply as follows

#### What is covered?

At **our** option, **we** will reinstate, repair, replace or make a payment in the **event** of loss or damage to the items listed in **your schedule**. Cover will apply during the **period of insurance**:

- a) in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and anywhere within the continent of Europe, or
  - b) for up to 60 days in the rest of the world.
- You** can apply to cover the item types listed below and if cover applies, the items and corresponding **sums insured** will be specified in **your schedule**.

#### Unspecified items

##### Unspecified personal belongings

**We** will pay up to the amount in **your schedule** for items of unspecified **personal belongings**, excluding hearing aids and musical instruments.

##### Unspecified items of jewellery

**We** will pay up to the amount in **your schedule** for items of unspecified jewellery, including watches.

##### Unspecified sports equipment

**We** will pay up to the amount in **your schedule** for the following items of unspecified sports equipment:

- Angling equipment including rods, reels and other angling tackle.
- Bowls and bowling cases.
- Golf clubs, golf bags, caddie cars and other equipment used to play golf and **your personal belongings** while in any golf clubhouse.
- Sporting guns and gun cases carried or used for the purpose of sport.

## Section 4 – Optional and additional benefits

- Tennis and badminton racquets and holdalls.

### Unspecified pedal cycles

We will pay up to the amount in **your schedule** for pedal cycles including **electrically assisted pedal cycles**, their accessories and their fittings.

#### Specified items

We will pay up to the amount in **your schedule** for any item **you** have specified to **us** and that **we** have agreed to insure. Categories of specified items can include:

- jewellery,
- **personal belongings**,
- musical instruments,
- medical / hearing aids,
- pedal cycles, and
- electrical equipment such as laptops and mobile/smart phones

#### Please note

We may request a proof of valuation before cover can be granted on higher value items.

For some items, **we** may only agree to provide cover subject to additional terms, conditions, restrictions or exclusions. If any of these apply to an item **you** have insured, it will be specified in **your schedule**.

If **you** own any item of greater value than the unspecified item limit or single item limit specified in **your schedule**, **you** will need to tell **us**. If **we** agree to cover the full value of this item, it will be included in **your schedule** as a specified item.

In the **event** of a **claim** **you** must provide **us** with satisfactory evidence that **you** owned the item, of its value and of the details surrounding its loss.

#### What is not covered?

1. The excess
2. Loss or damage for which a **claim** is already covered under Section 2–Contents, or Section 4–Optional and additional benefits–Accidental damage to contents in the private home.
3. Loss or damage due to theft or attempted theft in which **you** or any member of **your family** or **household** is involved.
4. Loss or damage caused by confiscation, destruction, seizure or detention by customs or other officials or authorities.
5. Damage caused by over winding, denting, or internal damage to watches or clocks (other than damage caused by fire or thieves).

6. Loss or damage arising from moth, mildew, wear and tear, loss in value, mechanical or electrical breakdown, inherent defect, faulty workmanship, faulty design or the use of faulty materials, anything that happens gradually or from the actual process of cleaning, dyeing, restoring or altering of any items.
7. Any item more specifically insured or any amount that **you** cannot recover from a more specific insurance **policy** because the insurer refuses or reduces a **claim**.
8. Theft of pedal cycles including **electrically assisted pedal cycles** while left unattended, unless from a locked building or storage space or while securely locked to a permanently fixed item.
9. Any motorised or electric vehicle except for electrically assisted pedal cycles.
10. Theft of any item from an unattended vehicle, unless all windows including sunroofs and doors are securely locked and the item is concealed within a compartment or locked boot.
11. Damage to tyres caused by road cuts, punctures or bursts.
12. Pedal cycles including electrically assisted pedal cycles owned or held in trust by or in the custody or control of any person who uses them for professional purposes.
13. Pedal cycle including electrically assisted pedal cycle lamps, tyres or accessories, unless the pedal cycle or electrically assisted pedal cycle is lost or damaged at the same time.
14. Loss or damage resulting from a pedal cycle or electrically assisted pedal cycle being used for racing, pacemaking, or trials.
15. Tackle used for tunny or shark fishing or fishing for profit.
16. Any cricket bat or racquet which is more than two years old at the time any loss or damage occurs.
17. Breakage of strings in tennis or badminton racquets.
18. Breakage of strings, reeds, drum heads or any other consumable part or accessory of a musical instrument.
19. Rust or defects in any lock mechanism on sporting guns.

## Section 4 – Optional and additional benefits

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<p><b>20.</b> Actual or attempted detention, seizure, or confiscation by any authority.</p>
<p><b>21.</b> Loss or damage while travelling to, from, or within a country, specific area, or event if the Travel Advice Unit of the Department of Foreign Affairs or the World Health Organisation (WHO) or similar body has advised against all or all-but-essential travel.</p>
<p><b>22.</b> Any improvement or betterment to increase the value or condition of an item beyond what it was at the time of loss or damage.</p>

# Endorsements

! **Endorsements** are written amendments or additions to **your** insurance contract that adjust **your policy** terms and have priority over the general contract terms.

! The **endorsements** outlined in this section will only apply to **your policy** if they are specified as active in **your schedule**. **Endorsements** that are not specified as active in **your schedule** do not apply to **your policy**.

### H001. MORTGAGE CLAUSE

The interest of the mortgage lender in this insurance will not be affected by any increase in risk caused by:

- the borrower, or
- anyone living, using, or in control of the **buildings**,

Provided the mortgage lender:

- is not aware of any increased risk,
- tells **us** in writing as soon as they become aware, and
- pays **us** any additional premium **we** may then require.

### H002. BURGLAR ALARM

**We** have allowed a discount on **your** premium because **you** have a working burglar alarm installed.

It is a condition of **your policy** that **your** burglar alarm is working, properly maintained and switched on when the **private home** is left unattended.

If **you** do not meet this condition at all times, the higher **excess** amount specified next to this **endorsement** number in **your schedule**, will apply to any **claim** for theft or attempted theft.

### H003. ALL RISKS – JEWELLERY INSPECTION VALUED OVER €10,000

No cover will apply under Section 4– Optional and additional benefits–All risks cover for items carried inside and outside **your** home, for any specified item of jewellery or watch valued over €10,000, unless:

it is examined at least once every two years by a professional jeweller, and jewellery settings are

always renewed when recommended by the professional jeweller.

### H004. HEARING AIDS

**We** will cover loss or damage to the specified hearing aid(s) **you** have insured under Section 4–Optional and additional benefits–All risks cover for items carried inside or outside **your** home, but the cover will not include loss or damage caused:

- while hearing aids are submerged in water,
- while **you** are bathing, showering, swimming, or
- in connection with any boating, fishing, or water sports activity.

### H005. MUSICAL INSTRUMENTS

**We** will cover loss or damage to the specified musical instrument(s) **you** have insured under Section 4– Optional and additional benefits–All risks cover for items carried inside and outside **your** home, but this will not include:

- broken strings, reeds, drum heads or any other consumable part or accessory,
- theft from any **building** or premises unless force and violence has been
- used to break in or out,
- theft while the instrument is left unattended on any form of public transport or in any public space.

### H006. FLAT ROOF

**We** note that **your buildings** have a roof that is flat. As a result, **we** will only provide cover under **your policy** subject to the following additional terms and conditions.

Any part of the roof that is flat must be inspected and maintained by a fully qualified roofer or builder:

- a) in accordance with the manufacturer recommendations and timelines, or
- b) at least once every five years if **you** have not received manufacturer recommendations.

Each inspection and recommended repair, renovation or replacement must be completed at **your** own expense and within a reasonable timeframe, so as to meet Condition 4 – Take care of **your** property, under the general conditions of this **policy**.

## Endorsements

Please note no liability insurance will be provided under **your policy** in connection with inspection or maintenance of the flat roof. Always check that **your** roofer or builder has employers and public liability insurance in place.

### H007. BUILDINGS – FIRE, EXPLOSION, LIGHTNING, THUNDERBOLT OR EARTHQUAKE

**Your policy** will provide **buildings** cover for fire, lightning, explosion, thunderbolt and earthquake only. This means that any cover provided under Section 1–Buildings, will be limited to:

- a) **claims** arising from Item 1–Fire, explosion, lightning, thunderbolt, earthquake, and
- b) the following items in connection with item 1 only:
  - item 14–Debris removal, architect fees, building regulations’
  - item 21–Fire brigade charges

No cover will be provided under Section 1–Buildings for any other item.

### H008. CONTENTS – FIRE, EXPLOSION, LIGHTNING, THUNDERBOLT OR EARTHQUAKE

#### 1. Contents Cover Reduced

**Your policy** will provide **contents** cover for fire, lightning, explosion, thunderbolt and earthquake only. This means that any cover provided under Section 2–Contents, will be limited to:

- a) **claims** arising from item 1–Fire, explosion, lightning, thunderbolt, earthquake, and
- b) item 19–Fire brigade charges, in connection with item 1 only.

No cover will be provided under Section 2–Contents for any other item.

#### 2. Alteration of contents definition

Where **we** are providing **contents** cover for fire, lightning, explosion, thunderbolt and earthquake, the definition of ‘**contents**’ under **your policy** will not include ‘**valuables**’ or ‘**personal money**’.

### H009. BUILDINGS – EXCLUDING FLOOD AND STORM WATER DAMAGE

No cover will be provided under **your policy** for loss or damage to **buildings** arising from storm water or

flooding of external water sources. This means that item 7–Flood of Section 1–Buildings is not active. No cover will be provided under Section 1–Buildings, for any **claim** in connection with the temporary covering of land by water, whether caused directly or indirectly by:

- storm, tempest,
- flooding from the sea,
- escape of water from any natural or artificial watercourse, lake, reservoir, canal, dam, river, stream, or
- water backing up from any sewer, pipe or drain.

### H010 CONTENTS – EXCLUDING FLOOD AND STORM WATER DAMAGE

No cover will be provided under **your policy** for loss or damage to **contents** arising from storm water or flooding of external water sources. This means that item 7–Flood of Section 2–Contents is not active. No cover will be provided under Section 2–Contents, for any **claim** in connection with the temporary covering of land by water, whether caused directly or indirectly by:

- storm, tempest,
- flooding from the sea,
- escape of water from any natural or artificial watercourse, lake, reservoir, canal, dam, river, stream, or
- water backing up from any sewer, pipe or drain.

### H011. UNOCCUPIED PRIVATE HOME

**We** note the **private home** insured under **your policy** is **unoccupied**. **We** will only provide cover subject to the following additional terms and conditions. If **you** do not meet these terms and conditions at all times, **we** may not be in a position to accept any **claim you** have:

**1)** All gas and electrical supplies must be disconnected at point of entry to the **buildings** and remain disconnected at all times while the **private home** is **unoccupied**. The only permitted exceptions to this are isolated electrical circuits required to maintain lighting, security alarms and fire prevention systems.

**2)** The **buildings** must be secured against entry by intruders. In particular, **you** must make sure that:

- all security and alarm protection systems are working, properly maintained and switched on when the **private home** is left unattended,

- all doors and windows are securely locked and fastened,
  - any broken windows or doors are boarded-up and replaced within 48 hours of loss or damage.
- 3) **You** must take all reasonable steps to make sure the **private home** is protected, maintained in a good state of repair and is not neglected. The **private home** must be inspected both internally and externally by **you** or **your** authorised representative at least once every 7 days, ensuring that:
- the **buildings** are maintained in good condition, free of significant wet/dry rot, mould, cracks, breaks, peeling, leaks or other signs of impending structural damage,
  - the surrounding gardens are free of litter, are maintained in good condition and are not overgrowing **buildings**, gates, fences, paths or walkways, and
  - any post, brochures, flyers or newspapers are removed from doorways and letterboxes and taken or stored securely away, so as not to be in any way visible from outside the **private home**.
- 4) If **you** become aware that the condition of the **private home** has deteriorated by any means, or that the **private home** is connected with any unlawful or attempted unlawful **event**, **you** must let **us** know within a reasonable time. This includes any attempt of break-in, arson, malicious damage, or any anti-social disturbance, whether it results in a **claim** or not.
- 5) **You** must notify **us** within a reasonable timeframe about any application for planning permission relating to the property or site on which the property is located.
- 6) No cover will be provided for **buildings** which are sealed or blocked using timber or other hoarding for longer than 7 days, unless specifically agreed by **us** in writing.
- 7) No cover will be provided for loss, damage or liability arising out of the activities of contractors, or to contractors. For the purpose of this exclusion, a contractor is any person, company, organisation or sub-contractor working at or on the property, including where **you** are working in **your** capacity as a professional tradesperson.

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### H012. BUILDINGS – EXCLUDING SUBSIDENCE, LANDSLIP OR GROUND HEAVE

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No cover will be provided under **your policy** for loss or damage to **buildings** arising from **subsidence**, **landslip** or **ground heave**. This means that:

- item 13 – ‘Subsidence, landslip or ground heave’ of Section 1– Buildings, does not apply, and
- no cover will be provided under Section 1– Buildings in connection with item 13.

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### H013. CONTENTS - EXCLUDING SUBSIDENCE, LANDSLIP OR GROUND HEAVE

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No cover will be provided under **your policy** for loss or damage to **contents** arising from **subsidence**, **landslip** or **ground heave**. This means that:

- item 13 – ‘Subsidence, landslip or ground heave’ of Section 2– Contents, does not apply, and
- no cover will be provided under Section 2– Contents in connection with item 13.

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### H014. PRIVATE HOME LET TO TENANT(S)

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**We** note the **private home** insured under **your policy** is let to tenant(s). **We** have amended cover for the **private home** let to tenant(s) as follows:

#### 1. Landlord liability

The cover provided under Section 3– Property owner liability and Section 3– Employer liability, is extended to include **your** legal liability for bodily injury or **accidental damage** to property, arising from **your** business as landlord of the risk address specified in **your schedule**.

#### 2. Alteration of contents definition

Where **we** are providing cover under Section 2– Contents, the definition of ‘**contents**’ under **your policy** is revised as follows:

- ‘household furniture, fixtures and fittings in or on the **buildings** at the address stated in **your schedule**, which **you** own and for which **you** are responsible.’

## Endorsements

- 

### H015. PRIVATE HOME UNDERGOING RENOVATIONS (UNOCCUPIED)

We note the **private home** insured under **your policy** is **unoccupied** and undergoing renovations. We will only provide cover subject to the following additional terms and conditions.

1) You have declared that **your private home** is due to undergo certain structural alterations and that **you** will not continue to live there while the works are completed. Please note that no cover will be provided under **your policy**:

- for any additional work undertaken which **you** have not already told **us** about, or
- if the **private home** at any stage becomes occupied once again,

unless **you** have specifically disclosed this and cover has been agreed by **us**.

2) You must notify **us** as soon as the renovation work is complete.

### H016. STUDENT LET

We note the **private home** insured under **your policy** is a student let. We will only provide cover subject to the following additional terms and conditions. If **you** do not meet these terms and conditions at all times, **we** may not be in a position to accept any **claim you** have:

- 1) Any cooking must take place in a clearly designated kitchen area or other area approved in writing by the fire officer. No form of cooking is to take place in bedrooms, other than tea and coffee making facilities which may be provided.
- 2) No portable heaters are to be used in bedrooms, other than electric powered fan or convector heaters.

### H017. HOLIDAY HOME

We note the **private home** insured under **your policy** is a **holiday home**. We will only provide cover subject to the following additional terms and conditions. If **you** do not meet these terms and conditions at all times, **we** may not be in a position to accept any **claim you** have:

#### 1. Boilers

You must make sure any boiler in the **holiday home** is maintained and serviced annually by a registered professional.

#### 2. Winter maintenance

From November to February inclusive, **you** must:

a) Make sure all water tanks, apparatus, pipes and heating systems are drained down,

Or

b) Make sure adequate fuel is available and that the central heating system is switched on:

- either by timer switch for a minimum of two hours each day, or
- automatically by a device sensitive to temperature change whenever the temperature reduces below 5 degrees centigrade.

### H018. HOLIDAY HOME LET TO TENANT(S)

We note the **private home** insured under **your policy** is a **holiday home** that is let to tenant(s).

The definition of '**holiday home**' under **your policy** is extended to include the renting out of the property described in **your schedule** to guests under contract up to five times during the **period of insurance**, or for any further amount of time specifically agreed in writing by **us**.

#### 1. Conditions of cover

We will only pay a **claim** in connection with this purpose if **you** are fully compliant with the latest short-term letting, local authority, planning and building regulations, including those in relation to:

- the permitted number of guests,
- the permitted duration of stay, and

the minimum fire prevention and health and safety requirements.

#### 2. Alteration of contents definition

Where **we** are providing cover under Section 2– Contents, the definition of '**contents**' under **your policy** is revised as follows:

- 'household furniture, fixtures and fittings in or on the **buildings** at the address stated in **your schedule**, which **you** own and for which **you** are responsible.'

#### 3. Landlord liability

The cover provided under Section 3– Property owner liability and Section 3– Employer liability, is extended to include **your** legal liability for bodily injury or **accidental damage** to property, arising from **your** business as landlord of the risk address specified in **your schedule**.



## Endorsements

### H019. PRIVATE HOME UNDERGOING RENOVATIONS (OCCUPIED)

We note the **private home** insured under **your policy** is occupied and undergoing renovations. We will only provide cover subject to the following additional terms and conditions:

**1) You** have declared that **your private home** is due to undergo certain structural alterations and that **you** will continue to live there while the works are completed. Please note that no cover will be provided under **your policy**:

- for any additional work undertaken which **you** have not already told **us** about, or
- if the **private home** at any stage becomes **unoccupied**,

unless **you** have specifically disclosed this and cover has been agreed by **us**.

**2) No cover** will be provided under **your policy** for loss or damage arising from:

- storm or **flood**, unless **your** home is windproof and weatherproof,
- theft or attempted theft, unless force and violence has been used to break in or out of the **building**,
- cutting equipment, gas cylinders, blow lamps, blow torches, or any other naked flame appliance used while the **private home** is undergoing renovation or refurbishment,
- any unfixed **building** material in connection with planned or in progress **building** works, or
- areas of work that are incomplete in any way or that have not had a Certificate of Compliance issued.

**3) No cover** will be provided for loss, damage or liability arising from the activities of contractors, or to contractors. For the purpose of this exclusion, a contractor is any person, company, organisation or sub-contractor working at or on the property. This includes where **you** are working yourself in **your** capacity as a professional tradesperson.

**4) You** must let **us** know as soon as the renovation work is complete.

### H020. PRIVATE HOME UNDER CONSTRUCTION

We note the **private home** insured under **your policy** is under construction. We will only provide cover subject to the following additional terms and conditions.

**1) During the period of construction** the cover provided under Section 1–Buildings of the **policy** will be restricted according to the stage of construction and completion:

- a)** From the start of the foundations of the **private home** to completion of the roof and installation of all outside doors, windows and glass, cover will only be provided for **claims** arising from:
- Item 1–Fire, explosion, lightning, thunderbolt, earthquake', and the following items in connection with item 1 only
    - Item 14–Debris removal, architect fees, building regulations,
    - Item 21– Fire brigade charges.

No cover will be provided under Section 1–Buildings for any other item.

**b)** From completion of the roof and installation of all outside doors, windows and glass until the **private home** is permanently occupied, cover will only be provided for **claims** arising from:

- Item 1–Fire, explosion, lightning, thunderbolt, earthquake,
- Item 6–Storm,
- Item 7–Flood, and the following items in connection with items 1, 6 and 7 only:
  - Item 14–Debris removal, architect fees, building regulations,
  - Item 21–Fire brigade charges.

No cover will be provided under Section 1–Buildings for any other item.

**c)** Once **building** work is complete and the home is permanently occupied, **you** will need to contact **us** to apply for any further cover under the **policy**.

**2) No cover** will be provided for loss, damage or liability to any **building** materials stored on site which are not permanently constructed, installed or fitted as part of the **building** structure.

**3) No cover** will be provided for loss, damage or liability arising out of the activities of contractors, or to contractors. For the purpose of this exclusion, a contractor is any person, company, organisation or sub-contractor working at or on the property, including where **you** are working in **your** capacity as a professional tradesperson.

### H021. FIRST LOSS INSURANCE – BUILDINGS



We have agreed to provide cover for **buildings** on a partial ('first loss') basis only. This means:

- it is accepted that the **sum insured** under Section 1–Buildings, is lower than the actual reinstatement cost of **your buildings**,
- the maximum amount **we** will pay for a valid **claim** will be no more than this agreed amount, and
- the 'Underinsurance Condition' included under Condition 1 of the general conditions of **your policy** will not apply to Section 1–Buildings.

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## H022. FIRST LOSS INSURANCE – CONTENTS

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We have agreed to provide cover for Contents on a partial ('first loss') basis only. This means:

- it is accepted that the **sum insured** under Section 2–Contents, is lower than the actual value of **your contents**,
- the maximum amount **we** will pay for a valid **claim** will be no more than this agreed amount, and
- the 'Underinsurance Condition' included under Condition 1 of the general conditions of **your policy** will not apply to Section 2–Contents.

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## H024. EXCLUDING THEFT OR ATTEMPTED THEFT

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Cover for loss or damage to **buildings** or **contents** arising from theft or attempted theft will not apply to **your policy**. This means that:

1. no cover will be provided under Section 1–Buildings in connection with item 5–Theft or attempted theft, and
2. no cover will be provided under Section 2 - Contents in connection with item 5–Theft or attempted theft of contents from the **private home** or the **domestic outbuildings** on the same premises and used for domestic purposes'.

# Changes to this policy booklet

! A summary of key changes included in this policy booklet are set out below.  
 For full terms and conditions, always read your policy booklet together with your schedule.  
 The cover sections and individual covers within each section of this policy booklet, including endorsements, will only apply to your policy if they are specified as active in your schedule. If any cover is not specified as active in your schedule, the cover will not apply.

## July 2023

### Changes we introduced with policy booklet version BIIS 07 2023 V1.0

<b>Governing Law</b>	We have replaced reference to the 1990 Finance Act with the Stamp Duties Consolidation Act 1999, noting that the appropriate Stamp Duty has or will be paid in line with the provisions of Section 5 of this Act.
<b>Definitions</b>	<p>We have updated five of our Definitions to give greater certainty when interpreting your policy cover. These amended definitions can be found in the 'Definitions' section and include updates to the definition of:</p> <ul style="list-style-type: none"> <li>● Buildings;</li> <li>● Contents</li> <li>● Valuables</li> <li>● We, Us, Our</li> <li>● You, Your, Yours, Yourself, The Insured.</li> </ul> <p>We have removed the definition of 'Communicable Disease' from this section of the policy booklet. A revised definition can now be found within the text of the new 'Communicable Viruses and Diseases Exclusion' in this booklet.</p>
<b>How we settle your claim – Underinsurance</b>	We have included an updated meaning of Underinsurance and extended the information on what the sums insured for both your building and content should include.
<b>General conditions of the policy – Underinsurance condition</b>	To make it clearer and easier to understand we now refer to the 'Condition of Average' as an 'Underinsurance Condition'. We have revised our underinsurance condition and we will only reduce a claim payment in proportion to your level of underinsurance, if your sums insured at the time of the loss or damage are less than 85% of the full potential cost to make good your lost or damaged property, in line with the terms of your policy.
<b>Inflation Protection</b>	<p>We have noted that if we apply Inflation Protection to your policy, we will record this in your renewal invitation for you to review alongside your sums insured.</p> <p>We have made it clearer how 'indexation' or 'index linking' works.</p>
<b>General exclusions of the policy</b>	<p>To better highlight some of the general events, claims and losses, that this Home Insurance policy is not intended to cover we have made the following amendments to the General exclusions of the policy:</p> <p>1) We have expanded two exclusions (numbered 4 and 13):</p>

## Changes to this policy booklet

	<ul style="list-style-type: none"> <li>● 4. Previously referred to as ‘Cyber Risks’ this exclusions title has been amended to ‘Cyber Risks and Electronic Risks exclusion’ and includes additional new text;</li> <li>● 13. Previously referred to as ‘Communicable Disease’ this exclusions title has been amended to ‘Communicable Viruses and Diseases exclusion’ and includes additional new text.</li> </ul> <p>2) We have removed the exclusion titled ‘Covid-19’ (previously exclusion number 14) as this exclusion is now incorporated into the extended ‘Communicable Viruses and Disease exclusion’ (number 13), mentioned above.</p> <p>3) We have introduced a ‘new’ exclusion (number 14) titled:</p> <ul style="list-style-type: none"> <li>● 14. Commercial wind turbines exclusion.</li> </ul>
<p><b>General exclusions of the policy</b></p>	<p>1. You must keep your sums insured at the correct level.</p> <p>We have updated the information on what the sums insured for both your building and content should include under general condition 1. You must keep your sums insured at the correct level.</p>
<p><b>General conditions of the policy</b></p> <p><b>2. Your Duty</b></p> <p><b>b) Always keep your policy up to date</b></p>	<p>We have introduced three distinct sub-headings (a to c) under General condition number 2. ‘Your Duty’ as follows:</p> <p>2 a) Give us full information when applying for or renewing your policy;</p> <p>b) Always keep your policy up to date;</p> <p>c) Keep to the terms of your policy.</p> <p>Under general condition 2. Your Duty sub-heading (b) Always keep your policy up to date, we require you to tell us about changes in the information recorded in your schedule and completed insurance application. We have made it clear that we will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them:</p> <ul style="list-style-type: none"> <li>● A change in the address of the private home,</li> <li>● A change in the ownership of the private home or the insured(s) name or if the private home is sold or under control of a liquidator or receiver.</li> <li>● A structural change to the buildings or domestic outbuildings of the private home such as the carrying out of construction, renovation, extension, repair or redecoration (except for minor internal decorating work such as painting and wallpapering).</li> <li>● A change in the occupancy or use of the private home including:             <ul style="list-style-type: none"> <li>● if the private home is no longer used as your primary residence,</li> <li>● if private home is left unoccupied or unfurnished,</li> <li>● if private home or domestic outbuildings are lent, let or sublet, or if there is a change in the number of tenants,</li> <li>● if the private home is used as a holiday home,</li> <li>● if the buildings or domestic outbuildings of the private home are used for business purposes or for the storage of commercial goods.</li> </ul> </li> <li>● The identification of any concerns about the structural integrity or safety of the buildings or domestic outbuildings of the private home by any surveyor or professional tradesperson.             <ul style="list-style-type: none"> <li>● If a building has been underpinned, requires structural support or is subject to a survey (for example subsidence, mica or pyrite).</li> <li>● If you or any of your family members or members of your household have been declared bankrupt, or have been convicted or charged with any criminal offence except for a fixed penalty driving offence.</li> </ul> </li> </ul>

## Changes to this policy booklet

<p><b>General conditions of the policy</b></p> <p><b>c) Keep to the terms of your policy.</b></p>	<p>Any change to your buildings or contents sum insured or of a change to any item you have covered under the all risks section of your schedule.</p> <p>Under general condition 2. Your Duty sub-heading (c) Keep to the terms of your policy, it is now noted that this obligation applies to you <u>or</u> any person making a claim under your policy, to take reasonable care to observe and fulfil the terms, provisions conditions and endorsements of your policy and anything they reasonably require of you for cover to apply.</p>
<p><b>General conditions of the policy</b></p>	<p>We have introduced one 'new' general conditions of the policy (number 9), the details of which are as follows:</p> <ul style="list-style-type: none"> <li>● 9. Mortgage on your home</li> </ul> <p>which notes that the interest of the mortgage lender in this insurance will not be affected by any increase in risk caused by:</p> <ul style="list-style-type: none"> <li>• the borrower, or</li> <li>• anyone living, using, or in control of the buildings,</li> </ul> <p>Provided the mortgage lender:</p> <ul style="list-style-type: none"> <li>• is not aware of any increased risk,</li> <li>• tells us in writing as soon as they become aware, and</li> <li>• pays us any additional premium we may then require.</li> </ul>
<p><b>Section 1 – Buildings</b></p>	<p>We have updated the definition of ● Buildings as follows:</p> <ol style="list-style-type: none"> <li>1) The private home within the boundary of the risk address recorded in your schedule, which is used for domestic purposes only and             <ul style="list-style-type: none"> <li>• is built with brick, stone or concrete, and</li> <li>• roofed with slates, tiles, or other fireproof material such as concrete, asphalt, metal (other than corrugated iron) or sheets or slabs made from non-combustible materials</li> </ul> <p>(unless specified differently on your schedule and accepted by us).</p> </li> <li>2) All domestic outbuildings including domestic garages on the same premises used for domestic purposes.</li> <li>3) Permanently fitted service tanks, septic tanks, solar panels, domestic wind turbines and electric vehicle charging points.</li> <li>4) The walls, paths, drives, patios, decking, tennis hard courts, gates, fences and hedges around and forming part of the private home.</li> <li>5) Landlord's fixtures and fittings in or on the private home.</li> <li>6) Fixed, permanent and professionally installed or constructed swimming pools, hot tubs, Jacuzzis or saunas.</li> <li>7) Conservatories, sun rooms, domestic greenhouses or domestic glass houses.</li> </ol> <p>But excluding:</p> <ul style="list-style-type: none"> <li>• caravans, mobile homes, motor homes,</li> <li>• pergolas, marquees, gazebos or polytunnels.</li> </ul> <p>Buildings perils</p> <ol style="list-style-type: none"> <li>4. Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism – where this peril is active, it now excludes loss or damage to hot tubs, Jacuzzis, saunas,</li> </ol>

## Changes to this policy booklet

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<b>Section 1 – Buildings continued</b>	conservatories, domestic greenhouses, domestic glasshouses, solar panels, domestic wind turbines and electric vehicle charging points.  13. Subsidence, landslip or ground heave – where this peril is active, it now excludes loss or damage to hot tubs, Jacuzzis, saunas, domestic greenhouses, domestic glass houses, solar panels, domestic wind turbines, electric vehicle charging points.
<b>Section 2 - Contents</b>	We have updated the definition of ● Contents.  Where ‘Section 2 – Contents’ is active under your policy, the following changes apply to this definition:  Household goods, television sets, home audio and video equipment, desktop computers, ride-on lawnmowers and personal belongings within the private home or domestic outbuildings at the risk address specified in your schedule:  1) belonging to you or any members of your family who are permanently living with you, or 2) for which you are legally responsible, including valuables, personal money and home office equipment up to the specified limits recorded in your policy schedule.  This definition does not include, among others:  ● any part of the private home, its building or domestic outbuilding’s structure, ceilings, timber floors, wallpaper or fitted decorations, ● any item in the open, unless we have specifically recorded otherwise in the policy wording.

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