Home Insurance

Bank of Ireland Group

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Definitions of terms used in Your Policy

Definitions

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

Definitions are listed in Alphabetical Order

Accidental Damage	**Damage** immediately caused by external means other than a deliberate act of the **Policyholder**
Air Travel	Means boarding, travelling in or alighting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew for the purposes of carrying out work in the aircraft
Asbestos	**Asbestos** shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials
Asbestos Containing Materials	**Asbestos Containing materials** shall mean any material containing **Asbestos** or **Asbestos Dust**
Asbestos Dust	**Asbestos Dust** shall mean fibres or particles of **Asbestos**
Betterment	Increase in value following repair or replacement
Bodily Injury	**Bodily Injury** resulting solely and directly from accidental outward violent and visible means (including as the direct result of exposure to the elements) and does not include sickness or disease or any naturally occurring condition or degenerative process
Buildings	The **Home** and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges, fences, aerials, satellite aerials and fittings and masts, solar panels and photovoltaic panels attached to the roof, including landlord fixtures and fittings to the building, fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their **Integrated Appliances** all on the same site
Business Equipment	Computers, keyboards, visual display units and printers, word processing equipment, desk top publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by **You** or any member of **Your Household** but excluding **Business Equipment** otherwise insured
Caravan	Any caravan, trailer tent or mobile home including its fixtures, fittings, awnings, furniture, furnishings and utensils owned by any member of **Your Household** and described in the **Schedule** used solely for social, domestic and pleasure purposes
Contents	All property including **Business Equipment**, **Valuables**, Clothing, **Personal Effects** and **Money** in **Your Home** or its domestic outbuildings, garages or greenhouses owned by any member of **Your Household** or for which they are responsible Fixtures and fittings for which **You** are responsible as occupier of the **Buildings** including aerials, satellite aerials and their fittings and masts Visitors and **Domestic Employees Personal Effects** not otherwise insured Property Not Covered: - **Buildings** including fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances unless insured as part of **Tenant's Improvements** or **Owner's Improvements** (Apartment) cover - **Caravans**, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories or parts - Plants, trees and shrubs in the garden

Definitions

	- Living creatures - **Money** and stamps belonging to resident **Domestic Employees** or paying guests - Securities, certificates (other than savings certificates and documents) - Property other than **Business Equipment** used or held for business or professional purposes - Property more specifically insured by another **Policy**
Damage	Physical harm immediately caused by an insured peril
Domestic Employees	Any person under a contract of service with **You** which is solely for private domestic duties including gardeners, persons carrying out repair work, other temporary or casual employees, other than contractors or persons engaged solely for the purposes of demolition, non maintenance alterations, extensions, redecoration or renovations to any part of the **Home**
Endorsement	Changes to the terms of **Your Policy** which if applicable are shown on **Your Schedule.**
Excess	The amount shown in **Your Schedule** which **You** pay for any one incident resulting in a claim If claims are made under two or more Sections for loss or **Damage** resulting from the same cause at the same time, only one **Excess** (whichever is the higher Excess) will be deducted from the total amount of the claim payment If the total amount of the claim is greater than the limit of the **Sum Insured** in respect of such claim the **Excess** will be deducted from such limit
Excluded Activities	Means aqualung or scuba diving, bungee jumping, flying, football other than soccer as an amateur, hand-gliding, hunting on horseback, hurling, motor competitions, motorcycling as a rider or passenger, mountaineering or cliff or rock climbing, parachuting, pot-holing, racing other than on foot or in dinghies, using power driven woodworking machinery in connection with business or occupation, winter sports other than curling or skating
Fees	Architects, surveyors and other professional fees which **You** have to pay in connection with repairing or reinstating the **Buildings** Fees not covered: - Those which **You** have to pay to prepare a claim - Those which **You** incur without **Our** permission
Geographical Limits	Member States of the European Union & UK
Ground Heave	Upward movement or expansion of the site on which the **Building** stands due to the removal of load from it or to actions within the site itself
High Risk Items	Television, personal computer, audio and video equipment, jewellery and articles of precious metal, clocks, watches, photographic equipment, furs, pictures, works of art, curios and collections.
Home	The house, bungalow or self-contained purpose built apartment at the address shown in the **Schedule** used solely as **Your Household's** main private dwelling other than for occasional business use as described in **Your Policy**
Integrated Appliances	Devices designed for a specific task which are fixed to or form part of the **Buildings** or are fittings to the **Buildings**
Landslip	Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)

Definitions

Local Authority Requirements	The additional costs **You** have to pay to meet **Local Authority Requirements** when repairing or reinstating **Damage** to the **Buildings** Costs not covered: - Any cost for complying with requirements or regulations of which **You** are aware before the loss or **Damage** occurred
Loss of Eye	Means total and irrecoverable loss of sight in one or both eyes
Loss of Limb	Means loss of one or more limbs. In the case of a lower limb, loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot. In the case of an upper limb, loss by physical severance of entire four fingers or permanent total loss of use of an entire arm or hand
Money	Cash, bank and currency notes, cheques, money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens Property not covered: - Securities and certificates (other than savings certificates and documents) - Promotional vouchers, lottery and raffle tickets - Money held for business or professional purposes
Motor Vehicle	Any mechanically or electrically propelled or assisted conveyance, except ride-on lawnmowers or invalid wheelchairs
Owners Improvements (Apartment)	Alterations or additional work carried out to the **Buildings** by **You** as owner of an apartment for which cover under Section 1 has been separately agreed by **Us** provided the **Sum Insured** in respect of such parts of the **Building** is added to the **Sum Insured** of the **Contents** insured by this **Policy**.
Pedal Cycles	Any Pedal Cycle, including accessories attached to the cycle, specified in the **Schedule** or covered under paragraph 1 - Cover A unspecified valuables, clothing and effects, personal effects, personal money and sports equipment and owned by any member of **Your Household** or for which they are responsible
Period of Insurance	The period starting and ending on those dates shown in **Your Schedule** and for any following period but only if **We** accept **Your** renewal premium
Permanent Disability	Means permanent total disablement from gainful employment of any and every kind. Such disablement proved to **Our Reasonable** satisfaction to be permanent without any expectation of recovery
Personal Effects	Property normally worn, carried or used about the person in everyday life
Personal Possessions	**Valuables**, **Personal Effects**, sports equipment and clothing belonging to **You** or for which **You** are responsible
Policy	The documents consisting of **Your Proposal/Statement of Fact**, this policy booklet, **Your Schedule** and any **Endorsements**
Proposal	Any information which describes **You**, any details specific to **You** or the property and all material information relevant to the cover which **You** have requested, supplied by **You** or on **Your** behalf
Reasonable	Using sound or moderate judgement without making unfair demands

Definitions

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)

Home Insurance

The Contract of Insurance

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

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

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

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

The Conditions which appear in the **Policy** or in any **Endorsement** are part of the contract and must be complied with.

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

Home Insurance is arranged by Bank of Ireland Insurance Services and underwritten exclusively by Intact Insurance Ireland DAC. Bank of Ireland Insurance Services Limited trading as Bank of Ireland Insurance Services and Bank of Ireland Insurance is regulated by the Central Bank of Ireland. A member of Bank of Ireland Group. Intact Insurance Ireland DAC is regulated by the Central Bank of Ireland.

Intact Insurance Ireland DAC will manage claims.

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

Bank of Ireland Insurance Services Ltd.
P.O. Box 12888,
Dublin 17.

Telephone 01-2901958

Full details of all Terms, Conditions and Exclusions are contained in this document under the relevant Section.
All words in bold text are defined on pages 5-8

Home Insurance

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

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

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

Contract Law

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

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

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

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is Intact Insurance Ireland DAC.
Telephone: 01-2901958. Outside Ireland Tel:+353 1 2901958

Customer Complaints Procedure

We are committed to providing **our** customers with a high standard of service at all times. If **You** have a complaint in connection with company service, the details of **Your Policy**, perceived conflict of interest or treatment of a claim please contact Bank of Ireland Insurance Services Limited on 01-2901958 immediately, or write to The Customer Services Manager at;

Bank of Ireland Insurance Services Limited
P.O. Box 12888,
Dublin 17.

In the event of **Your** complaint not being resolved to **Your** satisfaction **You** may contact:

The Financial Services and Pensions Ombudsman (FSPO),
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.
Telephone +353 1 567 7000.
Email: info@fspo.ie

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. **We** will not bear the cost of any appeal **You** bring.

Home Insurance Policy

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

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

The **Schedule/Statement of Fact** and any **Endorsements** are all part of **Your** Policy and shall be considered as one document. Check **Your Schedule** to find out which Sections **You** have insured and read them along with **Your Policy**. **You** should also pay particular attention to the Conditions and Exclusions set out on Pages 52-57 as these apply to all Sections.

Cooling Off Period

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

Duty of Disclosure

You are under a duty to answer all the questions that have been asked, honestly and with **reasonable** care and attention. These questions are material in determining if **We** can accept this risk, what terms are applied and what premium is charged.

If **You** do not answer these questions honestly and with **reasonable** care and attention, **We** may use the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount **We** pay in the event of a claim.

We are obliged to inform **You** that should **We** take any of these actions against **You**, **You** will be obliged to disclose this fact on any future request when seeking a quotation and / or cover. This is considered as the application of Terms and this enforced action by **Us** may affect **Your** ability to get insurance cover in the future. Failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property. **You** should check **Your Proposal Form/Statement of Fact**, **Your Policy Schedule** and any other enclosures immediately and if any of the information is incorrect please contact **Us** on 01-2901958.

Please note that **you** are obliged to notify **Us** immediately if any of the following occur:

- If the occupancy of the Property changes from what was last declared by **You**, for example: **Your** Main Private Dwelling becoming **Unoccupied** or becoming **Your** Residential Investment/Tenanted Property or a Holiday Home or if a Holiday Home has changed from family use only to being let during the **Period of Insurance**.

- If building work is to be done on **Your** Property which is not routine repair, maintenance or decoration for example: any structural alteration to the Property, extension of the Property or any works that require the Property to be vacated for any period of time.

- If **You** or any member of **Your Household** have been convicted of any offence or have any prosecutions pending other than for speeding or parking offences.

- If any part of **Your** Property will be used for trade, professional or business purposes or becomes a place of employment for any employee other than a domestic employee or a place where commercial goods are stored.

Section 1
Buildings

Section 1 – Buildings

This cover does not apply unless shown on the Schedule.
The Maximum Amounts Payable under Paragraphs 1 and 2 of this Section are shown on Page 20

PARAGRAPH 1 - COVER

We insure the **Buildings** against **Damage** by the following causes:	WHAT IS NOT COVERED - The **Excess** shown in the **Schedule**
a Fire, Explosion, Lightning, Earthquake	
b Smoke	
c Escape of water or oil from any fixed water or heating installation or domestic appliance	- Where the **Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded - **Damage** to the component or appliance from which the water or oil escapes - Loss or **Damage** to walls, ceilings and/or tiles caused by the gradual ingress or seepage of water from shower units, baths, permanently sited hot tubs, saunas or other sanitary fixtures - Loss of or **Damage** to any fixed domestic heating installation due to wear and tear, rust or gradual deterioration - Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by **Us** - **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal	
e Falling trees or branches	- Loss or damage to gates, fences or hedges - **Damage** caused by cutting, felling or lopping of trees or branches - The cost of removing a tree or branch unless the **Buildings** are damaged at the same time
f Falling aerials, satellite aerials, their fittings or masts	- Any loss where **We** make a payment under Section 2 Contents Paragraph 1 Cover f
g Riot, Civil Commotion, Strike, Labour or Political Disturbance	
h Malicious persons or vandals	- **Damage** caused by **You** or **Your Household** or any person lawfully in the **Home** - Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
i **Storm** or Flood	- **Damage** to gates, hedges, fences or tennis courts - **Damage** caused by frost - Loss or **Damage** to roofs constructed with a flexible weather roofing membrane exceeding 10 years of age or other mineral roofing felt exceeding 5 years of age

Buildings

We insure the **Buildings** against the following causes:	WHAT IS NOT COVERED The **Excess** shown in the **Schedule**
j **Subsidence** or **Ground Heave** of the site beneath the **Buildings** or **Landslip**	- The first €1000 of each claim - **Damage** to outdoor swimming pools, tennis courts, patios, permanently sited hot tubs, terraces, drives, footpaths, walls, gates, hedges or fences unless **Your Home**, or its domestic outbuildings or garages, is damaged at the same time - **Damage** caused by bedding down of structures or settlement - **Damage** to solid floor slabs or **Damage** resulting from their movement unless the foundations beneath the external walls of **Your Home** are damaged at the same time - **Damage** caused by coastal or river erosion - **Damage** resulting from: i demolition or structural repairs or alterations to the **Buildings** ii faulty workmanship or the use of defective materials in the **Buildings**
k Stealing or attempted stealing	- Loss or **Damage** caused by **You** or **Your Household** or by any person(s) who has legally entered the **Buildings** - Loss while **Your Home** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants or occupied by paying guests, not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages - Loss or **Damage** by stealing not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages, where the property at the address shown in the **Statement of Fact** / **Schedule** is left unattended - Where the property at the address shown in the **Statement of Fact** / **Schedule** is left unattended and an intruder alarm is installed but not operative at the time of loss the first €500 of each claim will be excluded - Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

PARAGRAPH 2 - THIS SECTION SETS OUT THE ADDITIONAL COVER WE PROVIDE FOR YOUR BUILDINGS

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Buildings

We insure the **Buildings** against the following causes:	WHAT IS NOT COVERED The **Excess** shown in the **Schedule**
b Rent and Alternative Accommodation If **Your Home** is made uninhabitable by any of the causes under Paragraph 1 of this Section **We** will pay i) Rent which **You** still have to pay for parts of **Your Home** which are unfit to live in ii) **Reasonable** additional costs of comparable alternative accommodation until **Your Home** is fit to live in again	- Costs which **You** incur without **Our** written permission - Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the **Buildings** at the time of the loss - any amount which **We** become liable to pay under Section 2 Contents Paragraph 2 Additional Cover b
c **Accidental Damage** to underground Services **Accidental Damage** to cables or underground services supplying the **Buildings**	- Where the **Accidental Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact/ Schedule**, of each claim will be excluded - **Damage** which **You** are not legally responsible to repair
d Water and Heating Installations **Damage** to any fixed domestic water or heating installation caused by freezing	- Where the **Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded - **Damage** occurring while **Your Home** has been left **Unoccupied** for more than 45 consecutive days
e Sale of the **Home** If **You** contract to sell the **Buildings**, the purchaser who completes the sale shall have the benefit of the insurance provided by paragraphs a-k under Paragraph 1 in this Section up to the date of completion, provided the **Buildings** are not otherwise insured	
f Fire Brigade Charges **We** will pay the cost of the charges made on **You** by a Local Authority in accordance with the provisions of the Fire Services Act 1981 for Fire Brigade Attendance as a result of any incident involving fire affecting the **Buildings** in circumstances which give rise to a valid claim under this **Policy**	- Any amount which **We** are to pay under Section 2 Contents Paragraph 2 Additional Cover o

Buildings

PARAGRAPH 2 - ADDITIONAL COVER

We also provide insurance for:	WHAT IS NOT COVERED - The **Excess** shown in the **Schedule**
g Trace & Access We will pay the cost of removing and replacing any part of the **Buildings** necessary to repair a fixed water or heating installation or domestic appliance which has caused an escape of water which is the subject of a valid claim under the **Policy**	- Loss or **Damage** to the component or appliance from which the water or oil escapes - **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
h Legal Fees Legal Fees which **You** have to pay to repossess **Your Home** following occupation by squatters	- Fees incurred without **Our** permission

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 1

Index Linking

This clause is not operative unless stated on Your Schedule

We continuously monitor a number of rebuilding indices and will adjust **Your Buildings Sum Insured** at **Your** Renewal using an index that **We** feel best protects **You** against inflation. Where indexation applies to **Your Policy**, it will operate as follows:

- The index applied will be chosen by **Us** and will be outlined on **Your Schedule** showing the revised increased **Buildings Sum Insured** for the **Period of Insurance**.
- **Your** renewal premium will be calculated on the revised **Sum Insured**, when **Your** renewal is being prepared by **Us.**
- If the index falls, **We** will not adjust **Your Sum Insured** downward unless **You** ask **Us** to.
- Inflation protection only applies to the **Buildings Sum Insured** and does not apply to any other monetary amounts under the **Policy**.
- Inflation protection will continue to apply following loss or damage by any cause listed in this section for the duration the **Buildings** are being repaired or reinstated, provided **You** take all **Reasonable** steps to ensure that the reinstatement is carried out without delay.

Important points to note:

- The adjustments made by **Us** do not take account of the significant differences in Property rebuilding costs and may therefore not be sufficient for **Your** needs. **We** strongly advise that **You** do not rely on **Our** adjustments alone to ensure **Your Buildings Sum Insured** is adequate and recommend that **You** review **Your Buildings Sum Insured** using the Society of Chartered Surveyors guidelines at www.scsi.ie.
- It is **Your** responsibility to review **Your Buildings Sum Insured** and ensure it is adequate for **Your** needs.
- Under insurance applies to this **Policy** so where the **Sum Insured** is less than the full rebuilding cost at the time of the damage, **We** will pay only for the proportion of the damage the **Sum Insured** bears to such cost.

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 1

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

1 Where

i the damaged parts of the **Buildings** can be repaired or reinstated, and

ii **Your Home** is in good repair, and

iii the **Sum Insured** is not less than the cost of rebuilding the **Buildings**, inclusive of **Fees**, **Removal of Debris**, and **Local Authority Requirements**

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

i repair / reinstate or

ii pay the full **Reasonable** cost of repair / reinstatement of the **Buildings** to **You**.

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

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

Where **We** agree to pay **You, We** reserve the right to make staged payments as works progress and to withhold final payment until repair, replacement or reinstatement works have been completed and specified documentation has been furnished to **Us**. Where such conditions apply **We** can defer (a) 5% of the claim settlement amount in a case in which the claim settlement amount is less than €40,000 or (b) 10% in a case in which the claim settlement amount is €40,000 or more.

2 If the damaged parts of the **Buildings** cannot be economically repaired or reinstated, **We** will pay the reduction, solely due to the **Damage**, in the market value of the **Buildings** prior to the **Damage**.

3 If the **Buildings** are not in good repair, **We** will make a deduction from the settlement for wear, tear, depreciation and/or **Betterment**.

4 **Under Insurance Clause**
If at the time of the **Damage** the **Sum Insured** is less than the full rebuilding cost, **We** will pay only for the proportion of the **Damage** the **Sum Insured** bears to such cost.

5 **Maintenance**
Your Policy does not cover **You** for the cost of gradual deterioration – it is not a maintenance contract. It is a Condition of the **Policy** that **You** keep **Your** property in good repair and take **Reasonable** steps to avoid loss or **Damage**.

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 1 (CONTINUED)

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

1 **Buildings** including **Fees**, **Removal of Debris** and **Local Authority Requirements**	- The **Sum Insured**
2 Aerial & Satellite Aerial	- Unlimited
3 Fire Brigade Charges	- €2,500
4 Trace & Access	- €1,000
5 Legal Fees	- €12,750
6 Rent and Alternative Accommodation	-20% of the **Sum Insured** on **Buildings**

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

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC

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

- Accidental bodily injury, death, disease or illness of any person arising solely as owner (but not occupier) of the **Buildings** or the land belonging to the **Home**
- Accidental loss of or **Damage** to property arising solely as owner (but not occupier) of the **Buildings** or the land belonging to the **Home**

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

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

- Any injury, death, disease or illness of any member of **Your Household**
- Loss of or **Damage** to property owned, occupied or in the custody or control of any member of **Your Household**
- An agreement unless the liability would have existed without the agreement
- **Your** employment, business or profession other than the provision in **Your Home** of:
  i a child minding service for up to 3 children
  ii accommodation for up to 6 paying guests

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

PARAGRAPH 5 - OWNERS LIABILITY TO THE PUBLIC (CONTINUED)

Insurance is provided for any amounts which **You** become legally liable to pay in respect of:	**We** will not pay for liability directly or indirectly arising from:
	- The use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment) - Injury to any person in **Your** employment - Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** - Accidental loss of or **Damage** to property arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** - The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** - the ownership possession or use of any Bouncing Castle, inflatable game or Trampoline in or about the **Buildings** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended or supervised by an adult whilst in use and that any compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and that the stays or support of such items are anchored adequately at least 2 metres from the item - the ownership possession or use of swimming pool, hot tub, spa or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cutoff switch and when not in use the swimming pool, hot tub, spa or Jacuzzi is protected or covered - Any incident(s) where **We** may become legally liable to pay under Section 2 Contents Paragraph 5 or Paragraph 6 or Section 5 Caravan / Mobile Home Paragraph 3 or Section 6 Home Office Paragraph 3 - The use of model aircraft and drones not in accordance with the Small Unmanned Aircraft (Drones) and Rockets Order, 2015 (SI 563 of 2015) and any subsequent amending legislation

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

Section 2
Contents

Section 2 – Contents

This cover does not apply unless shown on the Schedule.
The Maximum Amounts Payable under Paragraphs 1 and 2 of this Section are shown on Page 28

PARAGRAPH 1 - COVER

We insure the **Contents** against loss or **Damage** by the following causes while they are in **Your Home** or its domestic outbuildings and garages	WHAT IS NOT COVERED - The **Excess** shown in the **Schedule**
a Fire, Explosion, Lightning, Earthquake	
b Smoke	
c Escape of water or oil from any fixed water or heating installation or domestic appliance	- Where the **Damage** results in **Subsidence** the first €1,000, or higher **Subsidence Excess** as shown on the **Statement of Fact / Schedule**, of each claim will be excluded - **Damage** to the component or appliance from which the water or oil escapes - Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days - Remediation to a standard which will pose a risk to health or property or carried out by a contractor not approved by **Us**
d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal	- Loss or **Damage** unless the **Buildings** are damaged at the same time
e Falling trees or branches	
f Falling aerials, satellite aerials, their fittings or masts	- Any loss where **We** make a payment under Section 1 Buildings Paragraph 1 Cover f
g Riot, Civil Commotion, Strike, Labour or Political Disturbance	
h Malicious persons or vandals	- **Damage** caused by **You** or **Your Household** - Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
i **Storm** or Flood	
j **Subsidence** or **Ground Heave** of the site beneath the **Buildings**, or **Landslip**	- **Damage** caused by bedding down of structures or settlement of made up ground - **Damage** resulting from the movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged at the same time - **Damage** caused by coastal or river erosion - **Damage** resulting from i) demolition or structural repairs or alterations to the **Buildings** ii) faulty workmanship or the use of defective materials in the **Buildings**

Contents

We insure the Contents against loss or Damage by the following causes while they are in Your Home or its domestic outbuildings and garages	WHAT IS NOT COVERED
	- The **Excess** shown in the **Schedule**
k Stealing or attempted stealing	- Loss by deception, unless it is only entry that is gained by deception - Loss or **Damage** caused by **You** or **Your Household** or by any other person(s) who has legally entered the Buildings - Loss while **Your Home** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants or occupied by paying guests, not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages - Loss of **Money** from **Your Home** unless force is used to gain entry into or exit from **Your Home** - Loss of **Money** from outbuildings or garages - Loss or **damage** by stealing not involving forcible and / or violent entry into or exit from the **Buildings** or its domestic outbuildings or garages, where the property at the address shown in the **Statement of Fact** / **Schedule** is left unattended - Where the property at the address shown in the **Statement of Fact** / **Schedule** is left unattended and an intruder alarm is installed but not operative at the time of loss the first €500 of each claim will be excluded - Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
l **Accidental Damage** to **Contents** owned by any member of **Your Household** or for which they are responsible (This cover does not apply unless shown on the schedule)	- **Damage** to **Personal Possessions** and **Money** - **Accidental Damage** while **Your Home** or any part of it is lent to any persons other than a member of **Your Household** or let to tenants or occupied by paying guests - **Accidental Damage** caused by **Settlement** or shrinkage - Deterioration of food - **Accidental Damage** solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages - Any loss, destruction or **Accidental Damage** specifically excluded elsewhere in Section 2 Contents - **Accidental Damage** caused by assembling or dismantling of the apparatus in respect of **Business Equipment** - **Accidental Damage** to Musical Instruments used or held for business or professional purposes - Loss of tone of Musical Instruments or the cost of replacing broken strings or drum skins or **Accidental Damage** caused by scratching, denting or bruising of such instruments

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Contents

PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:	WHAT IS NOT COVERED - The **Excess** shown on the **Schedule**
a Deep Freezer Contents Loss of or **Damage** to food in a fridge or domestic deep freezer in **Your Home** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. **We** will also pay for loss of or **Damage** to food which has been removed from the deep freezer following an incident **We** insure	- Loss or **Damage** due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority - Loss or **Damage** resulting from neglect by **You** or **Your Household** - **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
b Rent and Alternative Accommodation If **Your Home** is made uninhabitable by any of the causes insured under this Section **We** will pay i Rent which **You** still have to pay for parts of **Your Home** which are unfit to live in ii **Reasonable** additional costs of comparable alternative accommodation until **Your Home** is fit to live in again	- Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the **Buildings** at the time of the loss - Costs which **You** incur without **Our** written permission - Any amount which **We** become liable to pay under Section 1 Buildings Paragraph 1 Cover b
c Door Locks Replacement and installation of locks of any external door of **Your Home** or any garage or its domestic outbuildings or any domestic safe or burglar alarm keyswitch if the keys have been lost or damaged	
d **Contents** in the Garden Loss of or **Damage** to the **Contents** by any cause insured under this Section occurring within the boundaries of the land belonging to **Your Home**	- Loss of or **Damage** to **Money**
e **Contents** temporarily removed Loss of or **Damage** to the **Contents** by any cause insured under this Section while temporarily removed from **Your Home**	
i into a bank safe deposit, occupied private dwelling or any Building where any members of **Your Household** are living or carrying on their business within the **Geographical Limits**	- Loss or **Damage** by Stealing not involving forcible and violent entry into or exit from a Building
ii elsewhere within the **Geographical Limits**	- Property removed for sale or exhibition - Loss or **Damage** in a furniture depository - Loss or **Damage** caused by malicious persons or vandals - Loss or **Damage** caused by **Storm** or Flood to property not in a Building - Any amount exceeding 20% of the **Contents Sum Insured** - **Accidental Damage**

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Contents

PARAGRAPH 2 - ADDITIONAL COVER

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:	WHAT IS NOT COVERED - The **Excess** shown on the **Schedule**
p Fatal Accident Benefit The accidental death of **You** and/or **Your** spouse or de facto spouse permanently residing in **Your Home** as a result of: i fire, lightning, explosion ii assault by thieves iii travelling as a fare paying passenger in a train, bus, licensed taxi, hackney or airplane where death occurs within three calendar months of when the injuries occurred	

PARAGRAPH 3 - INFLATION PROTECTION FOR SECTION 2

Index Linking

THIS CLAUSE IS NOT OPERATIVE UNLESS STATED ON YOUR SCHEDULE

We continuously monitor a number of household goods indices and will adjust **Your Contents Sum Insured** at **Your** renewal using an index that **We** feel best protects **You** against inflation. Where indexation applies to **Your Policy**, it will operate as follows:

- The index applied will be chosen by **Us** and will be outlined on **Your Schedule** showing the revised increased **Contents Sum Insured** for the **Period of Insurance**.
- **Your** renewal premium will be calculated on the revised **Sum Insured**, when **Your** renewal is being prepared by **Us**.
- If the index falls, **We** will not adjust **Your Sum Insured** downward unless **You** ask **Us** to.
- Inflation protection only applies to the **Contents Sum Insured** and does not apply to any other monetary amounts under the **Policy**.

Important points to note:

- The adjustments made by **Us** may not be sufficient for **Your** needs and therefore **You** should not rely on this alone to ensure **Your Contents Sum Insured** is adequate.
- It is **Your** responsibility to review **Your Contents Sum Insured** and ensure it is adequate for **Your** needs.
- Under insurance applies to this **Policy** so where the **Sum Insured** is less than the full cost of replacing all the **Contents** as new at the time of the damage, **We** will pay only for the proportion of the loss or damage the **Sum Insured** bears to the cost of replacing all the **Contents** as new.

Contents

PARAGRAPH 4 - CLAIMS SETTLEMENT FOR SECTION 2

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

1 Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair

2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality

Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**

3 Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value

4 **We** will make a deduction for wear, tear and depreciation in respect of the following items:
- clothing, furs, household linen & fabrics
- floor coverings
- TV, audio, video, personal computer, tablet computer, recording equipment and ancillary material including CDs, tapes, records and software

5 Under Insurance Clause
If at the time of the loss or **Damage** the **Sum Insured** is less than the cost of replacing all the **Contents** as new, less an allowance for wear and tear, **We** will pay only for the proportion of the loss or **Damage** which the **Sum Insured** bears to such cost.

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

1	**Contents**	- The **Contents Sum Insured** shown in the **Schedule** subject to the following limits: - **Business Equipment** €4,000 - **Money** €750 - Aerial & Satellite Aerial unlimited
2	Deep Freezer Contents	- €2,000
3	Rent and Alternative Accommodation	- 20% of **Contents Sum Insured**
4	Door Locks	- €800
5	**Contents** in the Garden	- €2,000
6	Title Deeds	- €2,000
7	Clean Up Expenses	- €3,000
8	Jury Service	- €1,000
9	Wedding Gifts	- An additional 20% of the **Contents Sum Insured**
10	Christmas Gifts	- An additional 20% of the **Contents Sum Insured**
11	Credit Cards	- €1,275
12	Visitors **Personal Effects**	- €1,000
13	Employees **Personal Effects**	- €1,000
14	Fire Brigade Charges	- €2,500
15	Fatal Accident Benefit	- €6,500
16	**High Risk Items**	- 50% of **Contents Sum Insured** - Single Article Limit - 10% of **Contents Sum Insured** or €7,500 which ever is higher
17	**Contents** temporarily removed	- 20% of **Contents Sum Insured**

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Contents

PARAGRAPH 5 - THIRD PARTY LIABILITY

Insurance is provided for any amounts which **You** or any member of **Your Household** become legally liable to pay in respect of:	**We** will not pay for liability arising directly or indirectly from:
• Accidental bodily injury, death, disease or illness of any person arising: a as Occupiers (but not owners) of the **Buildings** or the land belonging to the **Home** b in any other personal capacity c as an employer of any **Domestic Employee** in the Republic of Ireland or Worldwide during a temporary visit • Accidental loss of or **Damage** to property arising: a as Occupiers (but not owners) of the **Buildings** or the land belonging to the **Home** b in any other personal capacity c as an employer of any **Domestic Employee** in the Republic of Ireland or Worldwide during a temporary visit Limit **We** will pay: up to €3,000,000 in connection with any one incident inclusive of any costs, expenses and solicitors' fees which **You** have to pay, provided **We** confirm **Our** agreement in writing	- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees** - Loss of or **Damage** to property owned or in the custody or control of any member of **Your Household** - An agreement unless the liability would have existed without the agreement - The employment, business or profession of any member of **Your Household** other than the provision in **Your Home** of i a child minding service for up to 3 children ii accommodation for up to 6 paying guests - The transmission of any communicable/transmissible/infectious disease by any member of **Your Household** - **Bodily Injury**, death, disease or illness or fear of suffering **Bodily Injury**, death, disease or illness arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** - Accidental loss or **Damage** to property arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** - The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** - Injury, death, disease or illness (other than to a **Domestic Employee**) or **Damage** arising out of i the ownership of land or Buildings by any member of **Your Household** ii the occupation of land or Buildings by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Home** iii the use of horses other than at **Your Home** iv mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jet ski, aircraft (other than model aircraft), trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**

Contents

GENERAL EXCLUSIONS TO PARAGRAPH 5 (continued)

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

v ownership, possession, use or discharge of firearms other than Sporting Guns where **You** or any member of **Your Household** is currently authorised by a Firearm Certificate granted under the Firearms Act 1925 and / or subsequent Act(s) in respect of each firearm possession, use or carriage and such firearm(s) are stored separately from ammunition in a safe designed for such use and stored and used solely by **You** or carried by an adult authorised by **You**

vi ownership, possession or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereon if such ownership, possession or use is not in accordance with the provisions of such regulations

vii the ownership possession or use of any Bouncing Castle, inflatable game or Trampoline in or about the **Buildings** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended or supervised by an adult whilst in use and that any compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and that the stays or support of such items are anchored adequately at least 2 metres from the item

viii the ownership possession or use of swimming pool, hot tub, spa or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cutoff switch and when not in use the swimming pool, hot tub, spa or Jacuzzi is protected or covered

ix Any incident(s) where **We** may become legally liable to pay under Section 1 Buildings Paragraph 5 or Section 5 Caravan / Mobile Home Paragraph 3 or Section 6 Home Office Paragraph 3

x The use of model aircraft and drones in accordance with the Small Unmanned Aircraft (Drones) and Rockets Order, 2015 (SI 563 of 2015) and any subsequent amending legislation

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

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PARAGRAPH 6 - TENANTS LIABILITY FOR DAMAGE

If **You** are a tenant of **Your Home** and not the owner or landlord, **We** will pay all sums which **You** are liable to pay under the terms of **Your** tenancy agreement for:	WHAT IS NOT COVERED
a Buildings **Damage** to the **Buildings** by any cause insured in Section 2 - Contents - Paragraph 1- Cover b Decorations and Fixtures **Damage** to internal decorations or landlords fixtures and fittings of the **Buildings** by any cause insured in Section 2 - Contents - Paragraph 1 - Cover c Underground Services **Accidental Damage** to cables or underground services supplying the **Buildings** d Glass and Sanitary Ware Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops, washbasins, pedestals, shower cubicles, baths, sinks, lavatory pans and other sanitary ware in the **Buildings** The Maximum Amount Payable in respect of any one incident is 20% of the **Contents Sum Insured** in any one **Period of Insurance**	- Loss or **Damage** caused by Fire, **Subsidence**, **Ground Heave** of the site beneath the **Buildings**, or **Landslip** - Loss or **Damage** to property owned by **You** or any member of **Your Household**

Section 3
Personal Possessions

A Unspecified Valuables

B Specified Items

Section 3 – Personal Possessions

PARAGRAPH 1 - COVER

This cover does not apply unless shown on The Schedule.
Only paragraphs shown in the schedule are covered.

A. UNSPECIFIED VALUABLES, CLOTHING AND PERSONAL EFFECTS, PERSONAL MONEY AND SPORTS EQUIPMENT
The **Sum Insured** for this Section and the maximum amount payable in respect of any one item is shown on the **Policy Schedule**

We insure:	WHAT IS NOT COVERED
Property owned by any member of **Your Household** or for which they are responsible anywhere within the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance.**	- The **Excess** shown in the **Schedule**
a Accidental loss of or damage to **Valuables**, Clothing and **Personal Effects**	- Any article used or held for business or professional purposes - Contact lenses, mobile phones, laptops, hearing aids, china, glass, porcelain articles and items of a brittle nature, household goods and domestic appliances - Any loss or **Damage** exceeding €400 in respect of a **Pedal Cycle** or any loss or **Damage** to any **Pedal Cycle** for which cover is provided under Section 4 of this **Policy** - Musical instruments used or held for business or professional purposes - Loss of tone of musical instruments or the cost of replacing broken strings or drum skins or **Damage** caused by scratching, denting or bruising of such instruments - Camping equipment
b Loss of **Money** used or held solely for private, social or domestic purposes	- Securities, certificates (other than savings certificates and documents) of any kind - Depreciation in value of **Money** - Loss of **Money** caused by errors or omissions in payments, receipts or book-keeping - Loss of **Money** not reported to the Gardai or local Law Enforcement Agency within 24 hours of discovery - Loss of **Money** used or held for business or professional purposes
c Accidental loss of or **Damage** to sports equipment owned by members of **Your Household** or for which they are responsible	- Motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and their respective parts or accessories - Living creatures - Loss or **Damage** while taking part in organised racing (other than on foot) or professional sports - Loss or **Damage** to equipment whilst in use

Personal Possessions

B. SPECIFIED ITEMS	WHAT IS NOT COVERED
We insure:	- The **Excess** shown in the **Schedule**
Accidental loss of or **Damage** to items specified in the **Schedule** and owned by any member of **Your Household** or for which they are responsible anywhere in the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance**	- Any article used or held solely for business or professional purposes - **Pedal Cycles** - Follow on charges associated with mobile phones

GENERAL EXCLUSIONS TO SECTION 3

WHAT IS NOT COVERED

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Personal Possessions

PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 3

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

1 a Where the **Damage** can be economically repaired, including clothing, **We** will either arrange or authorise repair

b Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality

Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**

c Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value

d Where **We** have offered repair or replacement, but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced

2 **We** may make a deduction for wear, tear and depreciation for clothing

Maximum Amount Payable

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

1 Unspecified **Valuables**, Clothing, **Personal Effects** and Sports Equipment	-	The **Sum Insured** subject to a maximum amount as outlined on the **Policy Schedule** in respect of any one item except for Pedal Cycles and Money
2 **Pedal Cycles**	-	€400
3 **Money**	-	€750
4 **Specified Items**	-	The **Sum Insured**

Section 4
Pedal Cycles

Section 4 – Pedal Cycles

This cover does not apply unless shown on the Schedule

PARAGRAPH 1 - COVER

We insure:	WHAT IS NOT COVERED - The **Excess** shown in the **Schedule**
Accidental loss of or damage to **Pedal Cycles** anywhere within the **Geographical Limits** and Worldwide for up to 60 days in any **Period of Insurance**	- Stealing of the **Pedal Cycle** or parts of the **Pedal Cycle** or accessories whilst outside the boundaries of the land belonging to **Your Home** unless the **Pedal Cycle** is in a locked building or has been immobilised by a security device - Loss or **Damage** while the **Pedal Cycle** is being used for racing - Loss or **Damage** to tyres or accessories unless the **Pedal Cycle** is lost or damaged at the same time - **Damage** caused by cleaning, repairing, restoring or renovating - Loss or **Damage** caused by nationalisation or confiscation by any authority - **Damage** solely caused by mechanical, electrical, electronic or computer failures or breakdowns or breakages - Any amount payable in respect of loss or **Damage** to **Pedal Cycles** for which **We** make a payment under Section 3 Personal Possessions Paragraph 1 Cover A Unspecified **Valuables,** Clothing and **Personal Effects,** Personal Money and Sports Equipment - Accidental loss or **Damage** to **Valuables**, clothing and **Personal Effects**

Pedal Cycles

PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 4

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

1 Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair

2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will arrange or authorise replacement with an item of similar quality

   Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**

3 Where **We** are unable to economically repair, or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value

4 Where **We** have offered repair or replacement, but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced

Maximum Amount Payable

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Section 5
Caravan / Mobile Home

Section 5 – Caravan/Mobile Home

This cover does not apply unless shown on the Schedule

PARAGRAPH 1 - COVER

We insure the **Caravan** against:	WHAT IS NOT COVERED - The **Excess** shown in the **Schedule**
1 Loss of or **Damage** within the Republic of Ireland and while temporarily elsewhere, but within the **Geographical Limits** (including transit between ports) in **Your** custody or control provided that the period for which **You** are outside the Republic of Ireland, does not exceed 60 days in any one **Period of Insurance** **2** If there is Loss or **Damage** which is insured by this Section, **We** will pay the **Reasonable** cost of: i) protection and removal to the nearest suitable repairers ii) delivery to **Your Home** address or to the **Caravan's** permanent site within the Republic of Ireland **3 Loss of Use** i) the **Reasonable** cost of hiring another **Caravan** or other alternative accommodation ii) cost of hiring charges for bookings **You** have paid prior to the loss or **Damage** **4 Salvage Charges** All **Reasonable** costs and expenses which **You** have to pay to reduce or avoid a loss which would have resulted in a claim under this Section during the course of any sea transit	- Loss or **Damage** while the **Caravan** is on a site away from **Your home** for more than 30 days caused by overturning of the **Caravan** by **Storm** or flood unless it is securely anchored to the ground at all four corners of the chassis - Loss or **Damage** while the **Caravan** is being used in any motor sport - Loss or **Damage** while the **Caravan** is used as a permanent residence - Loss or **Damage** occurring while the **Caravan** is lent or let out on hire - Loss or **Damage** caused by **Storm** to the tent of a trailer tent or any awning - Loss or **Damage** caused by seepage of water into the **Caravan** through seams or seals - Loss or **Damage** caused deliberately by any member of **Your Household** or any person having use of the **Caravan** - **Damage** to tyres by application of brakes or by road punctures, cuts or bursts - Loss or **Damage** to furniture, furnishings or utensils caused by malicious **Damage** or stealing while the **Caravan** is left unattended unless the loss or **Damage** occurred when **Your Caravan** was locked - The costs of repairing mechanical, electrical, electronic or computer failures or breakdowns or breakages

PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 5

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

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Caravan/Mobile Home

PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 5 (continued)

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

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

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

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

PARAGRAPH 3 - THIRD PARTY LIABILITY

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

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

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

Limit

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

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

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

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

Section 6
Home Office

Section 6 – Home Office

This cover does not apply unless shown on the Schedule

PARAGRAPH 1 - COVER

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

WHAT IS NOT COVERED
- The **Excess** shown in the **Schedule**
- Loss or **Damage** unless force is used to gain entry into or exit from **Your Home** or its domestic outbuildings
- Any loss or **Damage** specifically excluded elsewhere in Section 2 - Contents

PARAGRAPH 2 - CLAIMS SETTLEMENT FOR SECTION 6

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

1 Where the **Damage** can be economically repaired, **We** will either arrange or authorise repair

2 Where the damaged or lost item can be replaced with an item of similar quality, **We** will either arrange or authorise replacement. If an exact replacement is not available, **We** will either arrange or authorise replacement with an item of similar quality.
Where the replacement or repair of any item results in an increase in the value of that item **We** may make a deduction in respect of **Betterment**

3 Where **We** are unable to economically repair or replace the item with an item of similar quality, **We** will make a cash payment equal to an agreed replacement value

4 Where **We** have offered repair or replacement, but **You** prefer a cash settlement, **We** will pay **You** an amount equal to the amount **We** would have paid had the item been repaired or replaced

5 For clothing and household linen, **We** may make a deduction for wear, tear and depreciation. By household linen **We** mean towels, bed and table linen

6 If the **Contents Sum Insured** is less than the cost of replacing all the **Contents** as new, **We** may make a deduction for wear, tear and depreciation on all items

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

PARAGRAPH 3 - THIRD PARTY LIABILITY

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

- Accidental Bodily Injury, death, disease or illness of any person arising directly from the use of **Your Home** or its domestic outbuildings as an office
- Accidental loss of or **Damage** to property arising directly from the use of **Your Home** or its domestic outbuildings as an office

Limit

We will pay:

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

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

- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees**
- Loss of or **Damage** to property owned by or in the custody or control of any member of **Your Household**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household** except as stated in this Section
- The transmission of any communicable/ transmissible/ infectious disease by any member of **Your Household**
- The dispensing of any medicine

GENERAL EXCLUSIONS TO PARAGRAPH 3 (continued)

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

- The exercise of professional skills associated with professional qualifications
- Injury, death, disease or illness (other than to a **Domestic Employee**) or **Damage** arising out of
  - i the ownership of land or **Buildings** by any member of **Your Household**
  - ii the occupation of land or buildings by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Home**
  - iii the use of horses other than at **Your Home**
  - iv mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jet ski, aircraft, (other than model aircraft), trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**
  - v ownership, possession, use or discharge of firearms, other than sporting guns where **You** or any member of **Your Household** is currently authorised by a Firearm Certificate granted under the Firearms Act 1925 and/or subsequent Act(s) in respect of each firearm possession, use or carriage and such firearm(s) are stored separately from ammunition in a safe designed for such use and stored and used solely by the **Policyholder** or carried by an adult authorised by the **Policyholder**
  - vi ownership, possession, or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereon if such ownership, possession or use is not in accordance with the provisions of such regulations
  - vii The use of model aircraft and drones not in accordance with the Small Unmanned Aircraft (Drones) and Rockets Order, 2015 (SI 563 of 2015) and any subsequent amending legislation
- Any incident(s) where **We** may become legally liable to pay under Section 1 Buildings Paragraph 5 or Section 2 Contents Paragraph 5 or Paragraph 6, Section 5 Caravan / Mobile Home Paragraph 3

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Section 7
Personal Accident

Section 7 – Personal Accident

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

BENEFITS

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

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

a) whilst driving with more than the legally permitted level of alcohol in the blood

b) whilst engaging in aviation except **Air Travel**

c) as a result of or which is contributed to by the taking of a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction

d) as a result of suicide or attempted suicide

e) whilst engaging in or practising for any of the **Excluded Activities**

f) which is the result of or is contributed to by
   i) the pregnancy (including childbirth) of **You** or **Your** spouse/defacto spouse
   ii) **Bodily Injury** which is the result of a gradually operating cause

g) which is directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome) and/or any mutant derivative or variations thereof however caused

CLAIMS SETTLEMENT FOR SECTION 7

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

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

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

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

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

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

g) **Interest**
Interest will not be added to any amount payable

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 52-58)
All words in bold text are defined on pages 5-8

Section 8
Home Emergency Assistance

Section 8 Home Emergency Assistance

Phone: +353 91 501 625

THE MEANING OF WORDS IN THIS SECTION OF THE POLICY ONLY. THESE WORDS WILL APPEAR IN BOLD WHEREVER THEY APPEAR.

Approved Contractor	A tradesperson authorised in advance by **Us** to carry out **Emergency Repairs**.
Emergency	An **Emergency** is defined as an unexpected or sudden event which results in damage to the Home demanding immediate action to make it safe and secure it against further loss or damage
Emergency Repair(s)	Work undertaken by an authorised **Approved Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.
Temporary Repair	A repair that will resolve an **Emergency** but will need to be replaced by a permanent repair.
We/Us/Our	MAWDY

Home emergency assistance provides a 24 hours, 365 days a year service, through MAWDY 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 Home has been broken into You should notify An Garda Síochána prior to calling the home emergency assistance line.

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 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 Home.
2. Failure of the electrical supply within the Home due to a fault or damage to the electrical installation inside the Home.
3. The 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 Home insecure.

Home Emergency Assistance

5. Broken glass in outside windows or doors which makes the 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 of €300 including vat per home emergency assistance.

If the cost of the **emergency repairs** exceeds €300 You will be responsible for paying the difference.

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 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 Home,
   - mechanical shutters or automatic garage doors,
   - double glazed units where one pane has remained intact,
   - any Home in the course of construction or under refurbishment or renovation.
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 You knowingly provide false or misleading information.
8. Any work other than **emergency repair** as specified.
9. Any work undertaken which is not within the Home.
10. Any costs incurred without **Our** prior approval.
11. Any incident brought about by an avoidable or wilful or deliberate act committed by You or any act You consented to or reasonably should have known would cause loss or damage.
12. Damage to Your Contents.

The general policy exclusions will also apply to the cover provided under this section.

Conditions

We will only provide the home emergency 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 Buildings Section of this Policy 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.

Home Emergency Assistance

d) You should keep the 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.

Customer Care

In the unlikely event of a dispute occurring regarding this Section of Your policy You should, in the first instance, write to:

The Customer Service Team, MAWDY, 22-26 Prospect Hill, Galway, H91 TVF8

Should You remain dissatisfied, You may contact:

The Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Phone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Insurance Act 1936

All monies which become or may become payable by MAWDY to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

Data Protection

We will need to obtain personal information from You to provide You with the policy of insurance. This means any information obtained from You in connection with this policy provided to You by **Us** (or **Our** subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use Your personal data in the following ways:

- to provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on Your behalf under the policy;
- to confirm, maintain, update and improve **Our** customer records;
- to identify and market products and services that may be of interest to You, (subject to Your prior consent);
- to analyse and develop **Our** relationship with You;
- to help in processing any applications You may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

Where You have given Your consent, **We** may share some of Your personal information with **Our** partner companies or companies within **Our** group so that they can provide You with information about other products, services and promotions that may be of interest to You by letter, telephone, SMS or e-mail. **We** will only disclose Your personal information to third parties if:

- it is necessary for the performance of Your policy of insurance with **Us**;
- You have given Your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change Your mind about Your marketing consent at any time by contacting **Our** Data Protection Officer, 22-26 Prospect Hill, Galway H91 TVF8 or email: DPO.IRELAND@mawdy.com

MAWDY deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Conditions which apply to the whole Policy

Conditions Which Apply to the Whole Policy

1 **Notification of a Claim**

You must notify **Us** when You become aware of a claim under **Your Policy** within a **Reasonable** time (Refer to page 59). If there has been stealing, attempted stealing, vandalism, loss or any malicious act, **You** must tell the Gardai or Local Law Enforcement Agency as soon as possible.

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

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

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

2 **Conduct of the Claim**

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

3 **Fraud**

Where a claim made by **You**, including anyone acting on **Your** behalf, contains information that is false or misleading in any material respect, including exaggerating or inflating a claim, **We** shall be entitled to refuse to pay the claim and shall be entitled to terminate the insurance contract. Where **we** become aware that **You** have made a fraudulent claim **we** shall cancel the **policy** from the date of the submission of the fraudulent claim and refuse cover for any claim made after the date of the fraudulent act and **we** shall retain the premium paid. **We** may let the appropriate law enforcement agency know about the circumstances.

4 **Alternation in Risk**

Please note that **you** are obliged to notify **Us** immediately if any of the following occur:

- If the occupancy of the Property changes from what was last declared by **You**, for example: **Your** Main Private Dwelling becoming **Unoccupied** or becoming **Your** Residential Investment/Tenanted Property or a Holiday Home or if a Holiday Home has changed from family use only to being let during the **Period of Insurance**.
- If building work is to be done on **Your** Property which is not routine repair, maintenance or decoration for example: any structural alteration to the Property, extension of the Property or any works that require the Property to be vacated for any period of time.
- If **You** or any member of **Your Household** have been convicted of any offence or have any prosecutions pending other than for speeding or parking offences.
- If any part of **Your** Property will be used for trade, professional or business purposes or becomes a place of employment for any employee other than a domestic employee or a place where commercial goods are stored.

We may reassess **Your Policy** cover and premium following notification of the above information. Failure to advise the information above could result in **Us** using the remedies available to **Us** under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount **We** pay in the event of a claim.

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

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

5 **Precautions**

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

6 **Annual Premium Cancellation**

You may cancel **Your Policy** by giving Bank of Ireland Insurance Services Ltd. written instructions confirming the required date of cancellation or by calling Bank of Ireland Insurance Services Ltd. on 01-2901958. Please note calls are recorded.

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

If **Your Policy** is cancelled by **You** or **Us**, **You** may be entitled to a refund of premium for any unexpired period of cover.

Conditions Which Apply to the Whole Policy

7 **Monthly Premium Cancellation**

You may cancel **Your Policy** by giving Bank of Ireland Insurance Services Ltd. written instructions confirming the required date of cancellation or by calling Bank of Ireland Insurance Services Ltd. on 01-2901958. Please note calls are recorded. **You** should also instruct **Your** Bank to cancel **Your Direct Debit** arrangement.

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

If **We** cancel **Your** Policy **We** will write to **You** at **Your** last known address confirming that all cover will cease 14 days after the date of **Our** letter.
If **Your Policy** is cancelled by **You** or **Us**, **You** may be entitled to a refund of premium for any unexpired period of cover.
If **Your Policy** is cancelled under this Condition, **We** will stop applying for **Your** monthly premium.

8 **Other Insurance**

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

This Condition does not apply to Section 7 Personal Accident.

9 **Subrogation**

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

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

This Condition does not apply to Section 7 Personal Accident.

10 **Economic, Financial or Trade Sanctions**

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance You or We may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

Any prohibition or restriction under United Nations resolutions;

Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

Conditions Which Apply to the Whole Policy

11 Financial Institution noted on Policy
When a Financial Institution is noted on **Your Policy**

- **We** will advise the Financial Institution of the lapse or cancellation of cover or restriction of cover.
- **We** will hold the Financial Institution's interest covered for 28 days following notification to them of any such lapse, cancellation or restriction, or for 7 days following notification to them of cancellation by **us**, if no other cover is in force.
- **We** will indemnify the Financial Institution in respect of their interest for up to 12 months from the effective date of lapse, cancellation or restriction of cover, in the event of **our** failure to advise them of the lapse, cancellation or restriction of the **Policy**.
- **We** may issue claim settlement cheques in the joint names of **You** and the Financial Institution in respect of claims on the **Buildings** section of the **Policy**.

Exclusions which apply to the whole Policy

Exclusions Which Apply to the Whole Policy

We do not insure:

1 Matching of Items

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

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

2 Existing and Deliberate Damage

- Any loss or **Damage** occurring before cover starts or arising from an event before cover starts
- Loss or **Damage** caused deliberately by **You** or any member of **Your Household** or any Occupier of the **Home**, subject to the provisions set out in the Consumer Contracts Act 2019 and any subsequent amending legislation.

3 Loss of Value

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

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

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

5 Pets, Insects and Vermin

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

6 Loss by Deception

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

7 Defective and Faulty Workmanship

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

8 Business Use

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

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

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

10 Consequential Losses

Consequential loss of any kind incurred by **You** or any member of **Your Household**. A Consequential loss is defined as a loss arising indirectly from an insured event.

11 Radioactive Contamination and War Risks

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

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

Exclusions Which Apply to the Whole Policy (continued)

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

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

12 Sonic Bangs

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

13 Property Excluded or More Specifically Insured

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

14 Confiscation

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

15 Electronic Data

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

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

Definitions

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

16 Pollution or Contamination

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

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

17 Cyber Risks

The loss, alteration, damage, reduction in functionality, availability or operation of:

- A computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar device in computer or non-computer equipment whether belonging to **You** or not, that results from the deliberate exploitation of computer systems, technology dependent enterprises and networks or negligently transferring a computer program that contains any malicious or damaging code.

18 Illegal substances

Any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by the growing, manufacturing, processing, storing or possession of any illegal substances or items of any kind.

Making a Claim

Making A Claim

"WHAT DO I DO IF MY PROPERTY IS LOST OR DAMAGED?"

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

- Take any emergency action which may be necessary to protect **Your** property from further **Damage** e.g. switch off the gas, electricity and water. If **You** have to arrange for a contractor to carry out emergency work, please keep the repair account which **We** will need to see.
- Inform the Claims Unit at Intact Insurance Intact House, Dundrum Town Centre, Sandyford Road, Dublin 16. Telephone 01-2901958, within a reasonable time for advice on how to proceed with **Your** claim. **You** will be asked to complete a claim form and/or provide all relevant information in relation to the incident and return with the relevant estimates/ valuations/receipts.
- Check **Your Policy** wording carefully, to see if the loss or **Damage** is covered. **Your Policy** lists the events (e.g. **Storm** or Stealing) which are covered and not covered and also any general Exclusions or Conditions which apply to **Your** whole **Policy** (see pages 52-57).
- Remember that **Your Policy** is not a maintenance contract and does not cover any loss or **Damage** caused by normal wear and tear - no Insurance **Policy** does. Remember too that the amount **You** are entitled to claim may be reduced if **Your** property has not been properly maintained.
- **We** have arranged a 24 hour Emergency Helpline Service to give **You** immediate access to the experts who will solve **Your** emergency. **Call 1800 213 111 any time.**

"I THINK I AM COVERED - WHAT DO I DO NOW?"

If the damaged item can be cleaned or repaired

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

"IS THERE ANYTHING ELSE I SHOULD DO?"

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

"HOW WILL THE CLAIMS UNIT DEAL WITH MY CLAIM?"

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

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

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

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

01-2901958

www.bankofireland.ie

RS/CC8016 (10/25)