

Home Insurance for your Holiday Home or Residential Investment Property

Contents

	Page
Definitions of terms used in Your Policy	2-5
The Contract of Insurance	6-7
Customer Service	8
Holiday Home and Residential Investment Property	9-10
Section 1 – Buildings	11-17
Section 2 – Contents	18-24
Conditions which apply to the whole Policy	25-28
Exclusions which apply to the whole Policy	29-31
Making a Claim	32-33

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
Asbestos	Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
Asbestos Containing Material	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
Buildings	The Home and its domestic outbuildings, garages, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, foot paths, walls, gates, hedges, fences, aerials, satellite aerials and fittings and masts, solar panels and photovoltaic panels attached to the roof, including landlords fixtures and fittings to the Buildings , fitted wooden or laminated flooring, kitchen, bathroom and bedroom units and their Integrated Appliances all on the same site
Contents	All property including Valuables, Clothing and Personal Effects in Your Home or its domestic outbuildings, garages or greenhouses owned by any member of Your Household or for which they are legally 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 built-in kitchen, bathroom and bedroom units and their Integrated Appliances - Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached - Plants, trees and shrubs in the garden - Living creatures - Money and stamps belonging to resident Domestic Employees or paying guests - Securities, certificates (other than savings certificates and documents) - Property 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 Employee	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

Definitions (continued)

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 amount of the claim is in excess of the limit of the **Sum Insured** in respect of such claim, the **Excess** will be deducted from such limit

Family	The spouse, de facto spouse, children (including adopted and foster children) parents or other relatives of the Policyholder who normally reside with You.
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, mobile phones, furs, pictures, works of art, curios and collections.
Holiday Home	A house, bungalow or self-contained purpose-built apartment at the address shown in the Schedule which is not Your main residence and used solely for recreational and non-business purposes.
Home	The house, bungalow or self-contained purpose built apartment at the address shown in the Schedule
Integrated Appliances	Devices designed for a specific task which are fitted to or form part of the Buildings or of 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.
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
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, gift tokens, securities and certificates other than savings certificates and documents, promotional vouchers, lottery and raffle tickets.
Motor Vehicle	Any mechanically or electrically propelled or assisted conveyance, except ride-on lawnmowers or invalid wheelchairs

Definitions (continued)

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
Personal Effects	Property normally worn, carried or used about the person in everyday life
Policy	The documents consisting of Your Proposal/Statement of Fact , this Policy booklet, Your Schedule and any Endorsements
Policyholder	Whoever is named in the Schedule as the Policyholder
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
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
Residential Investment Property	The house or (self-contained purpose built) apartment at the insured address shown on the Schedule which is rented to Tenant(s) for private living accommodation only and is not used as Your Main Private Dwelling .
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 stand 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	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
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 defacto spouse and all children and their spouses or defacto spouses) who normally live with You, Your resident Domestic Employees

Holiday Home and Residential Investment Property

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 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

All words in bold text are defined on pages 3-5

Holiday Home and Residential Investment Property

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. **We** propose that the 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 2901000.

Outside Ireland Telephone: +353 1 2901000.

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

PO 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.

Holiday Home and Residential Investment Property

This is **Your Policy** which covers **Your Holiday Home** or **Residential Investment Property** as declared by **You**.

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 26-31 as these apply to all Sections.

Cooling Off Period

Please read **Your Policy** thoroughly to make sure that it meets all **Your** requirements. If it does not, **You** can send it back to **Us** within 30 days, and **We** will not charge **You** any 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 01 290 1958.

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 15

PARAGRAPH 1 - COVER

We insure the Buildings against Damage by the following causes:	WHAT IS NOT COVERED:
a Fire, Explosion, Lightning, Earthquake	- The Excess shown in the Schedule - Damage caused by the direct application of heat
b Smoke	
c Escape of water or oil from any fixed water or heating installation or domestic appliance	- 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 or Damage to any fixed domestic heating installation, due to wear and tear, rust or gradual deterioration - 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	
e Falling trees or branches	- Damage to tennis courts - The cost of removing a tree or branch unless the Buildings are damaged at the same time
f Falling aerials, satellite aerials, their fittings or masts	- Any loss where We make a payment under Section 2 Contents Paragraph 1 Cover f
g Riot, Civil Commotion, Strike, Labour or Political Disturbance	
h Malicious persons or vandals	- Damage caused by You or Your Household or any person lawfully in the Home - Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days
i Storm or Flood	- Damage to gates, hedges, fences or tennis courts - Damage caused by frost - Loss or Damage due to wear and tear and gradual deterioration - Loss or Damage to roofs constructed with torch-on or bituminous felt exceeding 10 years of age or other felt exceeding 5 years of age
j Subsidence or Ground Heave of the site beneath the Buildings or Landslip	- The first €1000 of each claim - Damage to outdoor swimming pools, permanently sited hot tubs, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges or fences unless Your Home , or its domestic outbuildings or garages, is damaged at the same time

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**
(continued)

- **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 or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

- l Rent and Alternative Accommodation

If the **Residential Investment Property** is made uninhabitable by any cause insured by paragraphs a-k We will pay:

- the rent the **Policyholder** would have received but has lost (including up to two year's ground rent)
- **Reasonable** additional costs of comparable accommodation incurred by the owner or lessee of the **Residential Investment Property** during the period necessary to restore the **Residential Investment Property** to habitable condition

- Excluding any amount exceeding 10% of the **Sum Insured** on **Buildings** applicable at the time the loss or **Damage** occurred, subject to any Inflation Protection adjustment.
- 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

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

- a Accidental Damage

- 1 Accidental Damage

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

- **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

- 2 Accidental breakage of glass or sanitary ware fixed to and forming part of **Your Home**

- **Damage** occurring while **Your Home** has been left **Unoccupied** for more than 45 consecutive days

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

- **Damage** which **You** are not legally responsible to repair

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

- **Damage** occurring while **Your Home** has been left **Unoccupied** for more than 45 consecutive days

Buildings

PARAGRAPH 2 - ADDITIONAL COVER

We also provide insurance for:

WHAT IS NOT COVERED:

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

d 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

e 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 d

f 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

- 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

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 month 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

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 **Sum Insured** is not less than the cost of rebuilding the **Buildings** or the **Buildings** are not in good repair, **We** will make a deduction from the settlement for wear, tear, depreciation and/or **Betterment**.

4 **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**.

5 **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.

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 Rent and Alternative Accommodation	- 10% of the Sum Insured on Buildings

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

Buildings

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
- 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**

Buildings

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 costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos, AsbestosDust** or **Asbestos Containing Materials**
- Any incident or incidents where **We** may become legally liable to pay under Section 2 Contents Paragraph 5

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

(The Conditions and Exclusions which apply to your whole policy are shown on Pages 26-31)
All words in bold text are defined on pages 3-5

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 22

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:

a	Fire, Explosion, Lightning, Earthquake	- The Excess shown in the Schedule
b	Smoke	- Damage caused by the direct application of heat
c	Escape of water or oil from any fixed water or heating installation or domestic appliance	- 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
		- 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 aerals, satellite aerals, their fittings or masts	- Any loss where We make a payment under Section1 BuildingsParagraph1 Cover f
g	Riot, Civil Commotion, Strike, Labour or Political Disturbance	
h	Malicious persons or vandals	- Damage caused by You or Your Household or persons lawfully in the Home
		- Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days
i	Storm or Flood	- Deep Freezer contents
j	Subsidence or Ground Heave of the site beneath the Buildings , or Landslip	- The first €1000 of each claim
		- Damage caused by bedding down of structures or Settlement of made up ground
		- 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

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**
- Loss while **Your Home** or any part of it is lent to any persons other than to a member of **Your Household** or let to tenants, or occupied by paying guests, unless force is used to gain entry into or exit from **Your Home** 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** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days

i **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**

Accidental 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
- d Caused solely by mechanical, electrical or computer failures or breakdowns or breakages
- e Caused to **Personal Effects** and **Money**
- f Deterioration of food
- g Any loss or **Damage** specifically excluded elsewhere in Section 2 - Contents

ii Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture

Damage occurring while **Your Home** has been left **Unoccupied** for more than 45 consecutive days

PARAGRAPH 2 - ADDITIONAL COVER

We also provide cover against:

WHAT IS NOT COVERED:

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

a **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 or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days
- Loss of or **Damage** to **Money**

b 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

c 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

Contents

PARAGRAPH 2 - ADDITIONAL COVER (continued)

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:

- | | |
|--|--|
| <p>d Fire Brigade Charges
We will pay the cost of the charges levied 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 Contents in circumstances which give rise to a valid claim under this Policy</p> | <p>- The Excess shown in the Schedule</p> |
| <p>e Door Locks
Replacement and installation of locks of any external door of Your Home or any garage or domestic outbuildings or any domestic safe or burglar alarm keyswitch if the keys have been lost or damaged</p> | <p>- Any amount which We are to pay under Section 1 Buildings Paragraph 2 Additional Cover e</p> <p>- Loss or Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days</p> |
| <p>f Clean up Expenses
The cost of cleaning up expenses, which You have to pay, following the escape of oil from the domestic heating installation</p> | <p>- Landscaping costs</p> <p>- Damage occurring after Your Home has been Unoccupied for more than 45 consecutive days</p> |
- g 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

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.

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
- 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 **We** will make a deduction for wear, tear and depreciation in respect of the following items
 - clothing, furs, household linen and fabrics
 - TV, audio, video, computer, tablet computer, recording equipment and ancillary material including CDs, tapes, records and software
 - floor coverings
- 6 Where the replacement or repair of any item results in an increase in the value of that item or 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 on household linen and clothing **We** may make a deduction in respect of **Betterment**
- 7 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: - Satellite Aerials unlimited
2 Door Locks	- €800
3 Contents in the Garden	- €2,000
4 Clean Up Expenses	- €3,000
5 High Risks Items	- 20% of Contents Sum Insured - Single Article Limit 10% of Contents Sum Insured or €7,500 which ever is higher
6 Fire Brigade Charges	- €2,500
7 Title deeds	- €2,000

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

Contents

PARAGRAPH 5 - THIRD PARTY LIABILITY

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

- Accidental bodily injury, death, disease or illness of any person arising:
 - a as occupiers (but not owners) of the **Buildings** or the land belonging to the **Home**
 - b in any other personal capacity
 - c as an employer of any **Domestic Employee** in the Republic of Ireland or Worldwide during a temporary visit
- Accidental loss of or **Damage** to property arising:
 - a as occupiers (but not owners) of the **Buildings** or the land belonging to the **Home**
 - b in any other personal capacity
 - c as an employer of any **Domestic Employee** in the Republic of Ireland or Worldwide during a temporary visit under 45 days duration Limit

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

- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees**
- Loss of or **Damage** to property owned or in the custody or control of any member of **Your Household**
- Any incident or incidents where **We** may become legally liable to pay under Section 1 Buildings Paragraph 5
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household**
- 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**

Contents

GENERAL EXCLUSIONS TO PARAGRAPH 5 (continued)

	We will not pay for liability arising directly or indirectly from:
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	- 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 - 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 Any incident or incidents where We may become legally liable to pay under Section 1 Buildings Paragraph 5 - iv The use of horses outside the Home - v Mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment and invalid wheelchairs), lifts, boats (other than hand propelled boats), hovercraft, jetski, aircraft, trailers or caravans owned by or in the custody or control of any member of Your Household - vi Ownership, possession or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereof if such ownership, possession or use is not in accordance with the provisions of such regulations - vii Ownership, possession use or discharge of guns other than sporting guns provided that such firearms 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 and the Policyholder 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. - viii 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** or a Member of **Your Household** claiming should die, **You**/their legal personal representatives will have the protection of this Cover.

Conditions which apply to the whole Policy

Conditions Which Apply to the Whole Policy

1 Notification of a Claim

You must notify **Us** within a **Reasonable** time, upon discovery of loss or damage which could result in a claim under **Your Policy** (Refer to page 33). 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 Alteration 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/Tenant's 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

The electricity supply and wiring systems must be properly installed so as to comply with acceptable safety standards and maintained in a safe condition.

You and any member of **Your Household** must take all **Reasonable** steps to prevent or minimise loss, **Damage** or accidents 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 or by calling Bank of Ireland Insurance Services Ltd. on 01-2901958. Note Calls are recorded.

Conditions which apply to the whole Policy (continued)

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.

7 Monthly Premium Cancellation

You may cancel **Your Policy** by giving Bank of Ireland Insurance Services Ltd. written instructions or by calling Bank of Ireland Insurance Services Ltd. on 01-2901958. 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.

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

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.

9 Subrogation

Before or after **We** pay **You** 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.

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.

11 Residential Investment Property

We will not be liable for any **Damage** or loss occurring at the **Home** whilst the **Home** is **Unoccupied** unless

Conditions which apply to the whole Policy (continued)

- a) such unoccupancy is for a period of not more than 45 consecutive days
- b) weekly inspections thereafter of the **Home** are made by **You** or **Your** representative
- c) during the period of unoccupancy the water, gas and (if no intruder alarm is installed) electricity supply must be turned off at the mains unless the Alarm system or Central Heating system is dependant on the supply.
- d) the water and heating system is drained or the **Home** must be fitted with an operating thermostatically controlled heating system, set to not less than 5 degrees Celsius.

We will not be liable for any **Damage** or loss caused by Stealing or attempted Stealing unless such occurred with forcible and violent entry

We will not indemnify the **Policyholder** under Section 1 Buildings in respect of any liability at law other than

- a) liability of the **Policyholder** as owner of the **Home** and its land
- b) liability of the **Policyholder** as an employer solely for the purpose of the maintenance of or repairs to the **Home** excluding demolition, alterations, extensions, redecoration or renovations to any part of the **Home**.

12 Holiday Home Insurance

- 1) When not in residence, cover for Stealing or attempted Stealing is excluded on **High Risk Items** except for television and audio equipment up to €1,000, any one item €400
- 2) When the **Home** is **Unoccupied** for more than 48 hours it is a Condition of the insurance that:
 - a) All external doors must be secured with 5 lever mortice deadlocks, or equivalent locks
 - b) All accessible windows excluding bedroom windows must be secured with key operated window locks
 - c) Intruder alarms, where installed, must be put into operation

When the **Home** is **Unoccupied** for more than 15 days it is a Condition of the insurance that

- d) Regular inspections of the **Home** are made by the **Policyholder**, neighbours, relatives or managing agents
- e) The water supply is turned off at the mains
- f) The gas supply is turned off at the mains unless required for central heating

When the **Home** is **Unoccupied** for more than 48 hours it is a Condition of the insurance that:

- 3) From 1st November to 31st March annually:
The water supply must be turned off at the mains and the water and heating system drained or the property must be fitted with an operating thermostatically controlled heating system which maintains a temperature of not less than 5 degrees Celsius

Where the Conditions and Precautions set out in Paragraphs 2) and 3) are fully complied with the Exclusion of Loss or **Damage** occurring after **Your Home** has been **Unoccupied** for more than 45 consecutive days will not apply

13 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 and
- 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 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
- **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
- **Money** used or held for business or professional purposes

9 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.

10 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

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.

Exclusions Which Apply to the Whole Policy (continued)

11 Sonic Bangs

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

12 Property Excluded or More Specifically Insured

- Property more specifically insured by another Policy
- Motor vehicles, trailers, caravans, boats, vessels, hovercraft, aircraft and their respective parts or accessories while attached other than motorised gardening equipment

13 Confiscation

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

14 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

Definition

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

15 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**

16 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.

17 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 Bank of Ireland Insurance Services 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 provide 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**.
- 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 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