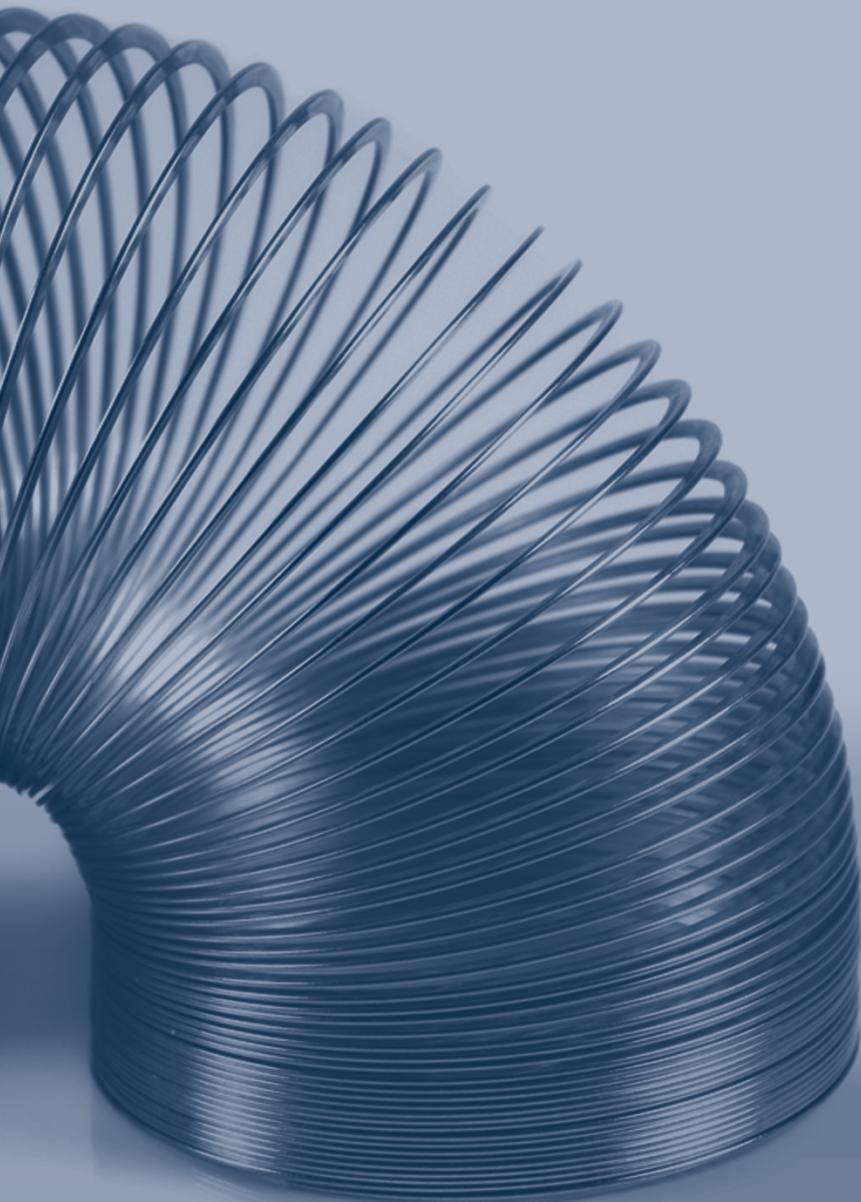


# FLEX

Home Insurance Policy

Republic of Ireland - 2019



Insured by

**LLOYD'S**

Provided by

**Plum**  
UNDERWRITING



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## Welcome to Plum Underwriting Ltd

**Thank you for choosing to insure your home with Plum Underwriting Ltd.**

Plum Underwriting Ltd is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



**David Whitaker**  
Managing Director

## Your Policy

In return for payment of the premium shown on **your schedule**, we agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown on **your schedule**.

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings have been defined and are in bold.

The **policy** sections are:

- |                     |  |                                       |
|---------------------|--|---------------------------------------|
| 1. <b>Buildings</b> | 3. Accidents to <b>Domestic Employees</b>    | 6. Domestic Freezer cover             |
| 2. <b>Contents</b>  | 4. Legal Liability to the Public             | 7. Pedal Cycle cover                  |
|                     | 5. <b>Valuables and Personal Possessions</b> | 8. <b>Money and Credit Card</b> cover |

## Your Policy Documentation

It is essential that **you** read **your policy** very carefully.

Words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section.

**Your schedule** details which sections are operative and which **insurer** is providing the cover under each section.

### Accessibility

Upon request Plum Underwriting Ltd can provide Braille, audio or large print versions of the **policy** and the associated documentation. If requested Plum Underwriting Limited can also provide a copy of the **policy** in the Irish language. If **you** require an alternative format **you** should contact Plum Underwriting Ltd through whom this **policy** was arranged.

### Language

The language of this insurance contract and all communications relating to it will be in English.

### Policy Fees

Plum Underwriting Ltd apply fees to administer all Plum policies. Full details regarding our **policy** fees can be found on **your schedule**.

Please note that should **you** choose to cancel **your policy** within the 'Cooling-Off Period', the new business/incepting of cover fee will be refunded to **you** and no cancellation fee will be charged. Please see the 'Cooling Off & Cancellation' section within the **policy** wording for full details.

### Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this **policy** as if it never existed;
- decline all claims; and
- retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this **policy** as if it had never existed, refuse to pay all claims and return the premium **you** have paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

## Change in Circumstances

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your policy** or require **you** to pay more for **your insurance**. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your insurance** being invalid.

## Cooling Off and Cancellation

### Cooling-Off Period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

**We** will refund any premium **you** have paid, providing that **you** have not made a claim.

### Cancellation

#### 1. Cancellation of **your policy** by **you**:

**You** may cancel this **policy** at anytime by notifying **us** through **your broker or insurance intermediary** in writing, by email or by telephone.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

#### 2. Cancellation of **your policy** by **us**:

**We** may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice through **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated on **your schedule**.

**We** will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**.  
If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 30 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
5. If **you** have acted fraudulently in any way.
6. **You** have deliberately or falsely overstated information given to **us**.

### 3. Cancellation by us following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** we will cancel **your policy** from the date of the fraudulent act and we will retain 100% of the premium.

### 4. Premium refund following cancellation of your policy:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled we will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

## Customer Service & Complaints Procedure

The **insurers**, Plum Underwriting Ltd and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown on **your schedule**.

### Financial Services and Pensions Ombudsman

Complaints that Plum Underwriting Ltd or **insurers** cannot resolve may be referred to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with all financial service providers. It is a free service to the complainant.

**You** can refer **your** complaint to the Financial Services and Pensions Ombudsman if **you** have not received a final response in respect of **your** complaint within 40 business days of the date **your** complaint was received by the parties detailed in the complaints procedure shown on **your schedule** or if **you** are unhappy with the decision following **your** complaint.

**You** can contact the Financial Services and Pensions Ombudsman as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Ireland

Tel: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

For more information contact them on the above number or address, or view their website [www.fspoi.ie](http://www.fspoi.ie).

The complaint procedure does not affect **your** right to take legal action.

## Authorisation, Regulation & Compensation

### Plum Underwriting Ltd

Plum Underwriting Ltd is registered in England and Wales: 04509589, 50 Fenchurch Street, London, EC3M 3JY, United Kingdom.

Plum Underwriting Ltd is authorised and regulated by the Financial Conduct Authority, FRN 309166 in the United Kingdom and follows the Central Bank of Ireland for conduct of business rules in Ireland.

### Your Insurers

The **insurers** for **your policy** are detailed on **your schedule** under the 'Insurers' section.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/republic-of-ireland-insurers](http://www.plum-underwriting.com/about/republic-of-ireland-insurers)

Full details regarding who authorises and regulates the **insurers** are included on **your schedule** under the 'Authorisation & Regulation' section.

All **insurers** follow the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise on **your schedule**.

### The Financial Conduct Authority (United Kingdom)

The Financial Conduct Authority (FCA) in the United Kingdom want consumers to use financial services with confidence and have products that meet their needs from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers in the United Kingdom so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

**You** can contact the FCA as follows:

The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN, United Kingdom

Telephone: +44 (0)20 7066 1000

Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

### Prudential Regulation Authority (United Kingdom)

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

**You** can contact the PRA as follows:

The Prudential Regulation Authority, Bank of England, Threadneedle Street, London EC2R 8AH, United Kingdom

Telephone: +44 (0)20 3461 4878

Email: [enquires@bankofengland.co.uk](mailto:enquires@bankofengland.co.uk)

### National Bank of Belgium

The National Bank of Belgium (NBB) has been Belgium's central bank since 1850. It performs tasks in the general interest at both national and international level. Its primary objective, aside from monetary stability, is maintaining an efficient and reliable financial system.

The NBB is responsible for the supervision of banking, insurance and other individual financial institutions, and the proper functioning of the financial system as a whole.

**You** can contact the NBB as follows:

National Bank of Belgium, Boulevard de Berlaimont, 141000 Brussels.

Telephone: + 32 (0)2 221 21 11

Email: [info@nbb.be](mailto:info@nbb.be)

Website: [www.nbb.be/en](http://www.nbb.be/en)

## Financial Services & Markets Authority

The Financial Services & Markets Authority (FSMA) is the financial regulatory agency in Belgium established by law and carries out independently the tasks in the general interest entrusted to it by Parliament.

The FSMA (alongside the National Bank of Belgium) is responsible for the supervision of the Belgian financial sector and consumer protection.

The FSMA strives to ensure the honest and equitable treatment of financial consumers. It aims at the fair and orderly operation and the transparency of the financial markets by seeing to it that companies that raise financing on those markets provide correct and complete information.

It promotes proper provision of financial services by verifying that financial institutions comply with the applicable rules of conduct, by supervising financial products, financial service providers and supplementary pensions, and by contributing to improving the financial education of consumers.

You can contact the FSMA as follows:

Financial Services & Markets Authority, Rue du Congrès/Congresstraat 12-14, 1000 Brussels.

Telephone: +32 (0)2 220 52 11

Website: [www.fsma.be/en](http://www.fsma.be/en)

## Insurance Compensation Schemes

All **insurers** providing cover under this **policy** and Plum Underwriting Ltd are covered by the relevant compensation scheme. **You** may be entitled to compensation from the scheme if an **insurer** or Plum Underwriting Ltd is unable to meet its obligations to **you** under this contract.

- a) Plum Underwriting Limited and all insurers that are authorised and regulated in the United Kingdom

### Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the UK's statutory fund of last resort for customers of authorised financial services firms. This means it can pay compensation if a firm is unable, or likely to be unable, to pay claims against it. This is usually because it has stopped trading or has been declared in default. FSCS is a non-profit-making independent body, created under the Financial Services and Markets Act 2000 (FSMA). It is funded by levies on authorised financial services firms. FSCS does not charge individual consumers.

**You** can contact the FSCS as follows:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY, United Kingdom.

Telephone: +44 (0)20 7741 4100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

- b) All insurers that are authorised and regulated in Belgium

### Fonds de Protection des Dépôts et des Instruments Financiers

The Fonds de Protection des Dépôts et des Instruments Financiers (Protection Fund for Deposits and Financial Instruments) provides protection of the assets of savers, investors and certain policyholder. It is part of a special financial security arrangement offering a guarantee for people sustaining losses as a result of the default of a financial institution.

The Belgian protection scheme is organised around two institutions:

#### 1. The Guarantee Fund

The protection of deposits is managed exclusively by the Guarantee Fund. The protection of life insurance contracts (Class 21) and the protection of the capital of certain approved cooperative companies are also managed by the Guarantee Fund. Detailed information about the institutions that are members of the Guarantee Fund, about the assets that are protected and about the people eligible for reimbursement can be found on the website of the Guarantee Fund.

## 2. The Protection Fund

Is the designated institution for the protection of financial instruments. These include securities and assets entrusted to a financial institution. Detailed information about the financial instruments that are covered by the Protection Fund is available on its website.

Website: [www.fondsdeprotection.be](http://www.fondsdeprotection.be)

### Subscribing Insurers' Several Liability

**Your policy** or sections of **your policy** may be underwritten by more than one **insurer**. **Your schedule** confirms who the **insurer(s)** are for **your policy** or section of **your policy**.

Where there is more than one **insurer** noted, each **insurer** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **insurer(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **insurer** noted in the event that for whatever reason, another **insurer** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **insurer** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Ltd chooses **insurer(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/republic-of-ireland-insurers](http://www.plum-underwriting.com/about/republic-of-ireland-insurers)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of Republic of Ireland and subject to the exclusive jurisdiction of the courts of Republic of Ireland.

### Use of Personal Data

Plum Underwriting Ltd and the **insurer(s)** are committed to protecting **your** personal information. Plum Underwriting Ltd and the **insurer(s)** will use personal information about **you** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at [www.plum-underwriting.com](http://www.plum-underwriting.com) which specifies:

- the information that Plum Underwriting Ltd and the **insurer(s)** may collect on **you** and from whom;
- how and why this information will be used;
- how Plum Underwriting Ltd and the **insurer(s)** may share and disclose the information; and
- the retention of **your** data.

In some instances Plum Underwriting Ltd and the **insurer(s)** may need to seek **your** consent before processing such data. Plum Underwriting Ltd and the **insurer(s)** will always make it clear to **you** when and why **your** consent is being sought. A hard copy of the Privacy Notice is available on request.

**You** have a number of rights (including the right of access to see personal information about **you** that is held in Plum Underwriting Ltd and the **insurer(s)** records) and these are detailed in the Privacy Notice. If **you** have any questions or concerns relating to the Privacy Notice or Plum Underwriting Ltd's data protection practices, or to make a subject access request, please contact:

Plum Underwriting Ltd, Data Protection Officer, 50 Fenchurch Street, London, EC3M 3JY, United Kingdom.

## Insurance Act 1936

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

## Stamp Duties Consolidation Act 1999

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

## Government Charges

The First Premium herein includes any such charges.

## Currency

It is understood and agreed that the currency of all premium, **sum insured**, payments and **excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be deemed to be the Euro.

## How to Make a Claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' on **your schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this **policy** wording as well as the individual sections of cover which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Bodily Injury

Physical harm or damage to someone's body including death or disease.

### Buildings

- the **home** and its decorations
- fixtures, fittings and fitted appliances attached to the **home**
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named on **your schedule**.

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

### Contents

Household goods and personal property within the **home**, which are **your** property or which **you** are legally liable for.

**Contents** includes:

- **tenant's/leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to €1,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** up to €750 in total per claim
- **credit cards** up to €500 in total per claim
- deeds and registered bonds and other personal documents up to €2,500 in total per claim
- stamps or coins forming part of a collection up to €2,500 in total per claim
- **valuables** up to 33.3% of the **contents sum insured** in total per claim and up to 10% of the **contents sum insured** for any single item of **valuables** other than pictures and works of art which are covered up to the **contents sum insured** with no single item limit.
- pedal cycles up to €500 in total per claim
- **contents** in garages and outbuildings up to €5,000 in total per claim

**Contents** do not include:

- motor vehicles (other than domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs), caravans, trailers or watercraft or their accessories other than those defined as **watercraft**
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **your home business contents**
- any property insured under any other insurance
- land or water

## Credit Cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

## Domestic Employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

## Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

## Europe

'**Europe**' is defined as:

- EU member states;
- Andorra, Faroe Islands, Monaco, Iceland, Lichtenstein, Norway, San Marino, Switzerland and The Vatican City;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

## Excess

The amount stated on **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

## Heave

Upward movement of the ground beneath the foundations of the **buildings** as a result of the soil expanding.

## Home

The private dwelling, the garages and outbuildings at the **premises** shown on **your schedule**.

## Home Business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

## Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

## Landslip

Downward movement of sloping ground.

## Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

all held for private or domestic and charitable purposes for which **you** are legally responsible.

## Occupant

A person or persons authorised by **you** to stay in the **home** overnight.

## Period of Insurance

The length of time the insurance is in force as shown on **your schedule**.

## Personal Possessions

Clothing, baggage, sports equipment, camping equipment, MP3 players, mobile phones, hand held gamers, cameras, portable DVD and BluRay players, laptops, e-readers, tablets and other personal property that is designed to be worn or normally carried about the person and all of which belong to **you**.

**Personal possessions** do not include:

- **Money & Credit Cards**  
These are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 8 – Money & Credit Card Cover' which extends cover to outside of the **home** up to **your** chosen **sum insured**.
- **Pedal Cycles**  
Pedal cycles are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 7 – Pedal Cycle Cover' which extends cover to outside of the **home** up to **your** chosen **sum insured**.
- **Valuables**  
**Valuables** are only covered in the **home** up to the limit detailed under the **contents** definition unless **you** have chosen 'Section 5 – Valuables & Personal Possessions Cover' which extends **your valuables** cover to all risks and away from the **home** other than for Precious Metals and Pictures and Works of Art which are extended to all risks but at **your premises** only.  
Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on **your schedule** for exact cover and limitations.

## Policy

- The **policy** wording (see the wording reference stated on **your schedule** which confirms which **policy** wording is applicable to **you**)
- **Your schedule**
- Any **endorsement(s)** shown on **your schedule**

## Premises

The address which is named on **your schedule**.

## Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

## Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

## Schedule

**Your schedule** is part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises, the sums insured, the excess, any endorsement(s), the period of insurance** and the sections of this insurance which apply.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

## Students and Boarders Possessions

The personal property (excluding **valuables**) of a permanent member of **your** household whilst living away from **home** at boarding school and/or studying full time at university or college.

## Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

## Sum(s) Insured

The amounts shown against each section, limit and/or item on **your schedule** and/or in this **policy**.

## Swimming Pools

Swimming pools which are permanently installed.

## Tenants/Leaseholders' Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as tenant or leaseholder for which **you** are responsible for insuring and are not covered by the landlord's or any other insurance.

## Unoccupied

When the **home** has become untenanted or not lived in and occupied overnight by **you** or a person **you** have authorised for more than 30 consecutive days.

## Valuables

Precious metals, gemstones, jewellery, watches, furs and guns, pictures and works of art which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate.

Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on **your schedule** for exact cover and limitations.

## Watercraft

- Sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- Motorised **watercraft** with an engine of 25 horsepower or less

## We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

## You/Your/Insured

The person or persons, organisation or company named on **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

## Your Broker or Insurance Intermediary

The person or persons who placed this insurance on **your** behalf.

## General Conditions

The following general conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

### 1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

### 2. Safeguarding your Property

**You** must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury

### 3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than €25,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and before **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** where the estimated cost is more than €25,000, **we** will not pay **your** claim.

**You** do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

### 4. Index Linking

**Your buildings sum insured** under 'Section 1 - Buildings' is increased monthly in line with the Building Cost Index as issued by the Department of the Environment.

**Your contents sum insured** under 'Section 2 - Contents' is increased monthly in line with the Consumer Price Index.

Sections 5, 6, 7 and 8 of this **policy** are not subject to index linking and therefore the **sums insured** will not be increased unless specifically requested by **you**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

### 5. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Gardai
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

**We** can supply on written request to **us** details of the databases **we** access or contribute to.

### 6. Assignment

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

## 7. Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected.

This condition does not apply to fatal injury (Section 2 – Contents - Additional Cover H).

## 8. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

**Your sum insured** for general **contents** and **personal possessions** must be the cost to replace as new.

**Your sum insured** for **valuables** must reflect the current market value.

If, at the time of any loss or damage, the **sum insured** is not enough we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium you have paid for **your buildings** insurance is equal to 75% of what **your premium** would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then we will pay up to 75% of any claim made by you.

## 9. Fraudulent Claims

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement we:

- (a) will not be liable to pay the claim; and
- (b) may recover from you any sums paid by us to you in respect of the claim; and
- (c) may by notice to you treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under (c) above:

- (i) we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) we need not return any of the premium paid.

## 10. No Claim Discount

If you make a claim under **your policy** we will reduce **your** no claim discount at the renewal date of **your policy**.

If you do not make a claim under **your policy** we will increase **your** no claim discount at the renewal date of **your policy** until you reach a maximum of 5 years.

## General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

### What is not covered:

1. Any loss or damage:
  - that is not associated with the incident that caused **you** to claim.
  - that commenced before cover starts.
  - caused by willful acts by **you** or where any member of **your** family or household is concerned as principal or accessory or any of **your** employees'.
  - or liability caused by deception other than by any person using deception to gain entry to **your home**.
  - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
  - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

### Wear & tear excluded under this policy include for example the following:

- Damp formed over a period of time.
- Blocked or poorly maintained guttering.
- Failure of a flat roof due to age.
- Worn out carpets.

### Mechanical & electrical breakdown excluded under this policy include for example the following:

- Electrical failure of an electrical component in televisions or computers.
  - Mechanical failure of a clock mechanism.
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
    - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
  3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
  4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from:
    - a) **computer viruses**, erasure or corruption of electronic data.
    - b) the failure of any equipment to correctly recognise the date or change of date.
  5. Any loss or damage or liability occasioned by, happening through or resulting from:
    - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
    - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
    - a) any legal liability of whatsoever nature; or
    - b) death or injury to any person, caused by or contributed to by or arising from biological or chemical contamination due to or arising from:
      - i) an **act of terrorism**; and/or
      - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Loss or damage caused by or resulting from the presence of pyrite or iron pyrite within the **buildings**.
10. Any claim for loss or damage resulting from unauthorised entry into the **home** when the **premises** are **unoccupied** unless the security of the **home** is:
  - maintained in good working order throughout the **period of insurance**.
  - in full and effective operation when the **premises** is **unoccupied**.

**We** will not pay under this **policy**, if **you** fail to comply with the above provisions unless **you** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

11. Any claim under this policy unless **you** transact **your** Republic of Ireland insurance business for this **policy** through an Irish bank account in Euros for the payment of premium from and the payment of claims to **you**.

## Claims Conditions

The following claims conditions apply to sections 1 to 8 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 8 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

### 1. Your duties in the event of a claim – Things you need to do

#### a) Notifying us of a Claim

**You** must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on **your schedule**.

#### b) Circumstances of the Claim

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

#### c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

#### d) Notifying the Gardai or Other Relevant Authorities

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Gardai as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

#### e) Our Representatives

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

#### f) Other Information and Assistance

**You** must as soon as practicably possible provide any information and assistance **we** may require.

#### g) Your Authority

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

#### h) Your Duty of Care

**You** must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

Where **we** request **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

#### j) Your Property

**Your** property shall remain **yours** at all times. **We** will only take ownership of or accept liability for **your** property if we have agreed with **you** in writing first.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.

## 2. How we deal with your claim

### a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

### b) Defence of Claims

**We** have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

### d) Disputes

If any difference shall arise as to the amounts to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred within 12 months of the dispute arising to the arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has not been referred to arbitration within the aforesaid 12 month period then the claim shall be deemed to have been abandoned and recoverable thereafter.

### e) Excess

In respect of a single event, if **your** claim is for loss or damage under more than one section of **your policy**, **we** will only deduct one **excess** rather than deduct an **excess** per section.

The **excess** deducted will be the highest **excess** of the sections **you** are claiming under.

## Section 1 - Buildings - Standard Cover

The following cover applies only if **your schedule** shows that it is included.

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

### What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal

### What is not covered

**We** will not pay

- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **home** is **unoccupied**.
- d) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) any loss or damage caused by the escape of oil from an oil tank installed more than 10 years ago.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.

This insurance covers the **buildings** for physical loss or damage caused by

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts

11. falling trees, telegraph poles or lamp-posts

**We will not pay**

a) for loss or damage while the **home** is **unoccupied**.

a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.

b) for loss or damage caused by **settlement**.

c) for loss or damage caused by riverbank or coastal erosion.

d) for loss or damage arising from defective materials or faulty workmanship.

e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

a) for loss or damage caused by trees being cut down or cut back within the **premises**.

b) for loss or damage to gates and fences.

c) for removing any part of the tree that is still below the ground.

d) for restoring the site.

## Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

### What is covered

This section of the insurance also covers

**A – Accidental Damage** to Fixtures & Fittings

**We will pay for accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

### What is not covered

**We will not pay**

a) for loss or damage while the **home** is **unoccupied**.

This section of the insurance also covers

## B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to or from **your home**.

## C – Loss of Rent/Alternative Accommodation

- i) The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover; or
- ii) The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

## D – Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under section 1.

## E – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

**We will not pay**

- a) for loss or damage while the **home** is **unoccupied**.

- a) any amount over 25% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- f) any loss of rent at the same time as paying the cost of alternative accommodation
- g) any alternative accommodation at the same time as paying loss of rent.

- a) any expenses for preparing a claim or an estimate of loss or damage.
- b) any costs if government or local authority requirements have been served on **you** before the loss or damage.

- a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
- b) for loss of metered water whilst **your home** is **unoccupied**.

This section of the insurance also covers

**We will not pay**

#### **F– Sale of your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts until completion of the sale or expiry of the insurance whichever is the sooner.

- a) if the **buildings** are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this **policy**.

#### **G – Trace & Access**

The costs incurred to find the source of escape of:

- water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule**.

- a) more than €5,000 in any **period of insurance**.
- b) any costs incurred whilst the **home** is **unoccupied**.

#### **H – Loss of Oil**

Loss of domestic oil from fixed fuel oil tanks.

- a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
- b) for loss of oil whilst **your home** is **unoccupied**.
- c) any loss of oil from an oil tank installed more than 10 years ago.

#### **I – Squatters**

The cost of alternative accommodation for **you**, and **your** pets and horses while **your home** is occupied by squatters.

- a) more than €5,000 any one claim.

#### **J – Emergency Entries**

Damage to the **buildings** caused when the fire service, the Gardai or the ambulance service have to make a forced entry because of an emergency to **you**.

- a) more than €5,000 any one claim.

#### **K – Garden, Plants & Shrubs**

Damage to **your** garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles, anything dropped from an aircraft, theft, vandalism and malicious damage.

- a) more than €2,500 any one claim.
- b) more than €500 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) any plants grown on a commercial basis.

#### **L – Replacement Locks**

Costs **you** have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

- a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.

This section of the insurance also covers

## M – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

## N – Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

## O – Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

## P – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

## Q – Removal of Nests

Costs incurred by **you** to remove bees, wasps and hornets nests from the **premises**.

## R - Illegal Depositing of Waste

The removal of illegally deposited waste from **your premises** to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at **your premises**.

## S – Security Expenses

Costs incurred by **you** to:

- refill fire extinguisher appliances
- replace used sprinkler heads
- reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 - Buildings - Standard Cover.

**We will not pay**

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.

- a) more than €2,500 any one claim.

- a) more than €5,000 any one claim.
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

- a) more than €2,000 any one claim.

- a) more than €1,000 any one claim.

- a) more than €1,000 any one claim.

- a) more than €5,000 any one claim.

## Section 1 – Buildings – Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

### What is covered

This extension covers **accidental damage** to the **buildings**

### What is not covered

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for damage while the **home** is being altered, repaired, maintained or extended.
- d) for damage while the **home** is lent, let or sublet.
- e) for the cost of maintenance and routine decoration.
- f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- g) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- h) for any damage caused by or contributed to by or arising from any kind of pollution and/ or contamination.
- i) for damage caused by chewing, tearing, scratching or fouling by **your** pets.

## Section 1 - Buildings - Conditions that Apply to this Section Only

### How we deal with your claim

1. If **your** claim for loss or damage is covered under section 1, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
  - the **buildings** were in a good state of repair prior to the loss or damage and
  - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired or loss has been reinstated.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown on **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

### Limit of insurance

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

## Section 2 – Contents – Standard Cover

The following cover applies only if **your schedule** shows that it is included.

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown on **your schedule**.

### What is covered

This insurance covers the **contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
10. falling trees, telegraph poles or lamp-posts

### What is not covered

**We** will not pay

- a) for property in the open.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) any loss or damage caused by the escape of oil from an oil tank installed more than 10 years ago.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows damage to the **home** and/or threat or violence against **you** or the **occupant** in the course of entry.
- a) for loss or damage while the **home** is **unoccupied**.
- a) for loss or damage caused by **settlement**.
- b) for loss or damage caused by riverbank or coastal erosion.
- c) for loss or damage arising from defective materials or faulty workmanship.
- d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

## Section 2 – Contents – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the 'Endorsement(s) applying' section on **your schedule**.

The limits shown under the following additional covers are in addition to the **sums insured** shown on **your schedule**.

### What is covered

This section of the insurance also covers

#### A – Accidental Damage to Electronic Equipment

We will pay for **accidental damage** to the following electronic equipment situated in **your home**:

- televisions, satellite decoders
- audio and visual equipment including MP3 players, cameras and portable DVD and BluRay players
- radios
- home computers, laptops, tablets, e-readers
- gaming consoles including hand held gamers
- mobile phones

#### B – Accidental Damage of Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing
- **sanitary ware**
- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for.

#### C – Your contents temporarily away from your home

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover while **your contents** are temporarily away from **your home** for up to a maximum of 120 days in any one **period of insurance**.

### What is not covered

We will not pay

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
- b) for damage to tapes, records, cassettes, discs, memory sticks or computer software.
- c) for mechanical or electrical faults or breakdown.
- d) for loss or damage while the **home** is **unoccupied**.

- a) for the cost of repairing, removing or replacing frames.
- b) for loss or damage while the **home** is **unoccupied**.

- a) for **contents** outside the Republic of Ireland.
- b) for **money** or **credit cards**.
- c) any amount over €10,000
- d) **contents** removed for sale or exhibition.
- e) theft unless the loss or damage follows breakage or damage in the **home** in the course of entry.
- f) more than 30 days in any professional storage facility.
- g) for **your contents** temporarily away from **your home** unless they are:
  - in any occupied private dwelling
  - in any building where **you** are living or working
  - in any building for valuation, cleaning or repair
  - in any professional storage facility
  - in any bank or safe deposit

This section of the insurance also covers

## D – Rent Owed

The rent **you** have to pay as occupier of the **home**, if the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

## E – Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

## F – Tenants Liability

**We** will cover loss or damage caused by the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover to the **buildings** **you** have been made legally responsible for as a tenant of **your premises**.

This does not include **tenants/leaseholders fixtures and fittings**.

## G – Accidental Damage to Services

**We** will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally liable for as tenant only.

**We** will not pay

- a) any amount over 25% of the **contents sum insured**
- b) more than 24 months for this additional cover.
- c) any costs recoverable elsewhere.
- d) any costs incurred without **our** agreement to pay.
- e) any rent **you** have to pay after the property is reinstated and ready for habitation.

- a) any amount over 25% of the **contents sum insured**.
- b) more than 24 months for this additional cover.
- c) any costs recoverable elsewhere.
- d) any costs incurred without **our** agreement to pay.
- e) any alternative accommodation payable after the property is reinstated and ready for habitation.
- f) any alternative accommodation at the same time as paying loss of rent.

- a) more than €15,000 or 10% of the **sum insured** for **contents** (whichever is the greater) for loss or damage to the **buildings**.
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings.
- c) for loss or damage arising from **subsidence, heave or landslip**.
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- e) for loss or damage while the **home** is **unoccupied**.
- f) the cost of maintenance and normal redecoration.

- a) for loss or damage while the **home** is **unoccupied**.

This section of the insurance also covers

#### **H – Fatal injury**

Fatal injury to **you**, happening at the **premises**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury

#### **I – Replacement Locks**

Costs **you** have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

#### **J – Loss of Metered Water**

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Contents – Standard Cover.

#### **K – Loss of Oil**

Loss of domestic oil from fixed fuel oil tanks

#### **L – Reinstating Data**

The cost involved in reinstating **your** electronic data including digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

#### **M – Temporary Increases to the **Sum Insured****

Loss or damage to additional **contents** between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

**We will not pay**

- a) more than €10,000 for each insured person (or €5,000 for each insured person under sixteen (16) years of age) at the time of death.
- b) more than once under **your policy** for any one incident.

- a) any amount over €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.

- a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
- b) for loss of metered water whilst **your home** is **unoccupied**.

- a) more than €5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €5,000 in total.
- b) for loss of oil whilst **your home** is **unoccupied**
- c) any loss of oil from an oil tank installed more than 10 years ago.

- a) more than €2,500 in any one claim.
- b) any illegal data

- a) more than €5,000 in any one claim.
- b) more than €1,000 any one item

This section of the insurance also covers

## N – Students and Boarders Possessions

Loss or damage to **students and boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the Republic of Ireland during the **period of insurance**.

## O – Household Removals

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover while **your contents** are being permanently removed from **your home** to any other private property **you** are going to live including while they are being temporarily stored for up to 72 hours.

## P – Home Business Contents

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for **home business contents** subject to **your contents sum insured** including **home business contents**.

## Q – Guests, Visitors & Domestic Employee(s) Personal Effects

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for guests, visitors and **domestic employee(s)** personal effects not insured elsewhere while in **your home**.

## R – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

## S – Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this **policy**.

We will not pay

- a) more than €5,000 any one claim.
  - b) theft unless accompanied by forcible and violent entry.
- 
- a) for **contents** outside the Republic of Ireland.
  - b) for **money** or **credit cards**.
  - c) for loss or damage to porcelain, china, glass and other brittle articles.
- 
- a) more than €5,000 in any one claim.
- 
- a) more than €2,500 in any one claim.
  - b) more than €1,000 any one item
- 
- a) any amount over 10% of the **contents sum insured**.
  - b) any ground rent payable after the property is reinstated and ready for habitation.
  - c) any costs incurred without **our** agreement to pay.
  - d) any costs recoverable elsewhere.
  - e) more than 24 months for this additional cover.
- 
- a) more than €2,000 any one claim.

## Section 2 – Contents – Accidental Damage

The following applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

### What is covered

This extension covers **accidental damage** to the **contents** within **your premises**.

### What is not covered

**We** will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- c) for damage caused by chewing, tearing, scratching or fouling by **your** pets.
- d) for **money** or **credit cards**.
- e) for damage while the **home** is lent, let or sub let.
- f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- g) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

## Section 2 – Contents – Conditions that Apply to this Section Only

### How we deal with your claim

1. If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay for any article covered under section 2.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where **we** will pay up to the value of the item at the time of loss or damage.

2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function but no more than the **contents sum insured** shown on **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the **contents sum insured** is not enough to replace the entire **contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your contents** insurance is equal to 75% of what **your** premium would have been if **your contents sum insured** was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

### Limit of insurance

**We** will not pay any more than the **sum insured** for the **contents** less the **excess** of each **premises** shown on **your schedule**.

## Section 3 – Accidents to Domestic Employees

This section applies only if the **contents** are insured under Section 2.

### What is covered

#### We will pay you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown on **your schedule**

### What is not covered

#### We will not pay you for **bodily injury** arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs)

### Limit of insurance

**We** will not pay more than €3,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 4 – Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this insurance.

### Part A - Legal Liability

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A(i) below
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below

#### What is covered

##### We will pay you

- i) as owner or occupier for any amounts **you** become legally liable to pay as damages for:
- **bodily injury**
  - damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

- ii) as a private individual for any amounts **you** become legally liable to pay as damages for:
- **bodily injury**
  - damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

#### What is not covered

##### We will not pay you for any liability

- a) for **bodily injury** to:
- **you**
  - any member of **your** immediate family that lives with **you** at **your** main **home**.
  - any person who at the time of sustaining such injury is employed by **you**
- b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, for example sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of
- **you**
  - any other permanent member of the **home**
  - any person employed by **you**.
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of **your** **home** as an office for non manual work in connection with **your** **home** **business**.
- g) which **you** have assumed under contract and which would not otherwise have attached.

## We will pay you

## We will not pay you for any liability

- h) arising out of **your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the **premises**
    - pedestrian controlled gardening equipment used elsewhere and
    - motorised mobility scooters, electric wheelchairs and powerchairs
  - ii) any power-operated lift (other than domestic stairlifts)
  - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992.
  - v) for ownership, possession, use or control of horses not in accordance with the Local Authority Bye-Laws made under the Control of Horses Act 1996 or amendment thereto.
- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
  - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

## Part B - Unrecovered Damages

### We will pay you

sums which **you** have been awarded by a court in the Republic of Ireland and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have paid **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

### We will not pay you

- a) for any amount in excess of €100,000.

## Limit of insurance

### We will not pay

- in respect of pollution and/or contamination: more than €3,000,000 in all
- in respect of other liability covered under section 4: more than €3,000,000 in all for Part A, and €100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

## Section 5 – Valuables and Personal Possessions

The following cover applies only if **your schedule** shows that it is included.

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

### What is covered

**Valuables and personal possessions** up to the **sum insured** shown on **your schedule** against accidental loss or **accidental damage** within the geographical limits shown on **your schedule**

### What is not covered

We will not pay

- a) for damage caused by moth or vermin.
- b) any amount over €2,500 for any one item unless stated otherwise on **your schedule**.
- c) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- d) for damage to guns caused by rusting or bursting of barrels.
- e) for breakage of any sports equipment whilst in use.
- f) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- g) any amount over €2,000 in total in respect of theft or disappearance of property from any unattended vehicle.
- h) for theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/ parcel shelf that is locked and forcible and violent entry is used to break into the vehicle
- i) for damage caused by chewing, tearing, scratching or fouling by **your** pets.
- j) for loss or damage to precious metals, pictures and works of art which occurs outside **your premises**.

## Section 5 – Valuables and Personal Possessions - Conditions that Apply to this Section Only

### How we deal with your claim

1. We will at our option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set we will pay up to 50% of the cost of replacing any undamaged parts of the **valuables** and **personal possessions** which form part of a pair, set, suite or part of a common design or function but no more than the **valuables** and **personal possessions sum insured** shown on **your schedule**.

### Your sum insured

If, at the time of any loss or damage, the unspecified or specified **valuables** and **personal possessions sum insured** is not enough, we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium you have paid for unspecified or specified **valuables** and **personal possessions** insurance is equal to 75% of what your premium would have been if your unspecified or specified **valuables** and **personal possessions sum insured** was enough, then we will pay up to 75% of any claim made by you.

However, if **personal possessions** are lost or damaged away from the **home** we will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

### Limit of insurance

We will not pay more than the **sum insured** less the **excess** shown on **your schedule**.

## Section 6 – Domestic Freezer Cover

The following cover applies only if **your schedule** shows that it is included.

**We will not pay more than the sum insured less the excess shown on your schedule.**

### What is covered

Section 2 of this insurance extends to cover the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

### What is not covered

**We will not pay**

- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.

### Limit of insurance

**We will not pay more than the sum insured less the excess shown on your schedule.**

## Section 7 – Pedal Cycle Cover

The following cover applies only if **your schedule** shows that it is included.

### What is covered

Section 2 of this insurance extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- **accidental damage**

occurring anywhere in the Republic of Ireland and up to 60 days worldwide

### What is not covered

**We will not pay**

- a) for loss or damage to:
  - tyres
  - lamps
  - accessoriesunless the cycle is stolen or damaged at the same time.
- b) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- c) to replace a stolen cycle which has been left unattended unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- d) any amount over €500 for any one cycle unless stated otherwise on **your schedule** or the specification(s) attached on **your schedule**.

### Limit of insurance

**We will not pay more than the sum insured less the excess shown on your schedule.**

## Section 8 – Money & Credit Card Cover

The following cover applies only if **your schedule** shows that it is included.

**We will not pay more than the sum insured less the excess shown on your schedule.**

### What is covered

Section 5 of this insurance extends to cover the following:

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit cards**

within the geographical limits shown on **your schedule**, provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the Gardai (or when outside of the Republic of Ireland the local Gardai, transit authority, hotel or airport security) and, in the case of **credit cards**, the card issuing company.

### Limit of insurance

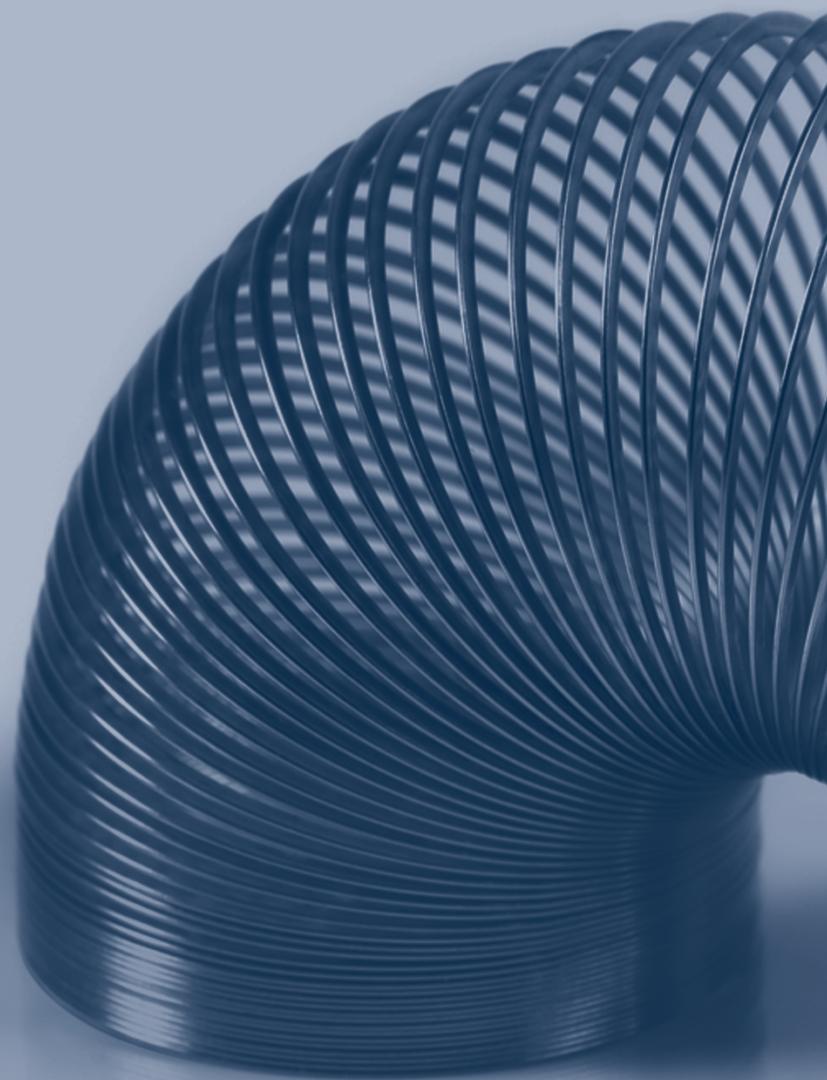
**We will not pay more than the sum insured less the excess shown on your schedule.**

### What is not covered

**We will not pay**

- a) to make up any shortages due to error or omission.
- b) for loss of value.





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