



# Flex

Home Insurance Policy

REPUBLIC OF IRELAND



2016



## Home Insurance Policy

<b>Contents</b>	<b>Page</b>
Your Policy	2
How to make a Claim	6
Definitions - Words with Special Meanings	7
General Conditions	11
General Exclusions	13
Claims Conditions	15
Section 1 - Buildings	17
Section 2 - Contents	24
Section 3 - Accidents to Domestic Employees	30
Section 4 - Legal Liability to the Public	31
Section 5 - Valuables and Personal Possessions	33
Section 6 - Domestic Freezer Cover	34
Section 7 - Pedal Cycle Cover	34
Section 8 - Money & Credit Card Cover	35

## Welcome to Plum Underwriting

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

Plum 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 underwriting partners very carefully, based on their financial strength and service capabilities. The underwriter(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.

As a result of our attention to customer service and policy cover we have been voted among the top 10 Personal Lines insurers by UK brokers for the last 5 years running. 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

**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. **Buildings**
2. **Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. **Valuables** and **Personal Possessions**
6. Domestic Freezer cover
7. Pedal Cycle cover
8. **Money** and **Credit Card** cover

### Your Policy Documentation

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

It is essential that **you** read **your policy**, **your schedule** and any **endorsements** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

Words or phrases with special meanings which have been defined are shown in bold. A list of defined words and their meanings is shown in the section 'Definitions – Words with Special Meanings' which is on page 7.

#### Language

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

#### Correct Information and Changes in Circumstances

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

**You** must therefore ensure to the best of **your** knowledge and belief that all the information **you** provide to **us** is correct and accurate at all times.

**You** must notify **us** as soon as practicably possible via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

**We** will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

1. Continue **your policy** unchanged
2. Backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not being paid under this insurance.
3. Cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your schedule**. This could result in a claim not being paid under this insurance.
4. Treat **your policy** as if it never existed

**We** will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- deliberately misrepresented any information given
- deliberately or falsely overstated information given

## Cooling Off & Cancellation

### Cooling-Off Period

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

**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** via **your broker or insurance intermediary**.

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** 21 days written notice via **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated in **your** latest **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 **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** by **us**.
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. **You** have deliberately misrepresented any information given to **us**.
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulent in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

Examples 4 & 7 above are more likely to result in **us** treating **your policy** as if it never existed as detailed under the 'Correct Information and Changes in Circumstances' notice under the 'Your Policy Documentation' section on page 2.

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.

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 and always subject to the current **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 current **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 period for which **you** have been insured.

### Customer Service & Complaints Procedure

Plum Underwriting 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 in **your schedule**.

#### Financial Ombudsman Service (United Kingdom)

Complaints that Plum Underwriting or **underwriters** cannot settle may be referred to the United Kingdom Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament in the United Kingdom to sort out individual complaints that consumers or small business are not able to resolve with financial businesses.

Please see the customer complaints procedure in **your schedule** for full details of the Financial Ombudsman Service.

### Authorisation, Regulation & Compensation

#### Plum Underwriting Limited

Plum Underwriting Limited is registered in England and Wales: 04509589, 36-38 Botolph Lane, London, EC3R 8DE

Plum Underwriting Limited is authorised by the Financial Conduct Authority in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules in Ireland.

#### Underwriters

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

**You** can also visit our website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

All **underwriters** providing cover under this **policy** are authorised in the United Kingdom by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and are regulated by the Central Bank of Ireland for the conduct of business rules in Ireland unless stated otherwise in **your schedule**.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

#### 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  
25 The Colonnade  
Canary Wharf  
London E14 5HS  
United Kingdom

Telephone: +44 20 7066 1000

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

## Authorisation, Regulation & Compensation

### 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 7601 4878  
Email: [enquiries@bankofengland.co.uk](mailto:enquiries@bankofengland.co.uk)

### Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **underwriter** is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
EC3A 7QU  
United Kingdom

Telephone: +44 20 7741 4100

Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fscs.org.uk](http://www.fscs.org.uk).

### Subscribing Underwriters' Several Liability

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

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

The responsibility does not pass to any other **underwriter** noted in the event that for what ever reason, another **underwriter** 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 **underwriter** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Limited chooses **underwriter(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** are also covered by the Financial Services Compensation scheme as detailed at the top of this page.

**You** can also visit our website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

### 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 the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

#### United Kingdom Contracts (Right of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the United Kingdom Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

#### Protecting your Information

All personal information about **you** will be treated as private and confidential (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to insurance companies and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the United Kingdom Data Protection Act 1998, and the Republic of Ireland Data Protection (Amendment) Act 2003 under which **you** have a right of access to see personal information about **you** that is held in our records, whether electronically or manually. If **you** have any queries, please write to **your broker** or **insurance intermediary**.

Plum Underwriting Ltd and/or the **underwriters** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

#### 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 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’ in **your policy 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 pages 15 & 16 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**. 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 but not limited to 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

Shall include 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 in the **schedule**.

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including 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 other items 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 €500 in total per claim
- **credit cards** up to €500 in total per claim
- deeds and registered bonds and other personal documents up to €1,500 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 €2,500 in total per claim.

**Contents** does not include:

- motor vehicles (other than domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs), caravans, trailers or watercraft or their accessories
- 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**.

### Definitions - Words with Special Meanings

#### 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 shown in **your schedule** or **endorsement** which **you** will be responsible for paying in the event of each and every claim.

#### Heave

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

#### Home

The private dwelling, the garages and outbuildings at the **premises** shown in the **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 for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

## Definitions - Words with Special Meanings

### 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** does 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' of **your schedule** for exact cover and limitations.

### Policy

The **policy** wording as referenced by the **policy** wording reference in **your schedule, your schedule** including any **endorsement(s)**.

### Premises

The address which is named in the **schedule**.

### Rebuilding expenses

- Necessary 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

The **schedule** is part of this insurance and contains details of **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 in **your schedule** and/or in this **policy**.

### Swimming pools

Swimming pools which are permanently installed.

## Definitions - Words with Special Meanings

### **Tenant's/Leaseholder's fixtures and fittings**

Alterations, decorations and improvements which have been undertaken by **you** or previous occupiers as tenants or leaseholders, but only if not covered by the landlord's or any other insurance.

### **Unoccupied**

When the **home** has not been 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' of **your schedule** for exact cover and limitations

### **We/us/our/underwriters**

Underwriters as named in **your schedule**.

### **You/your/insured**

The person or persons, organisation or company named in the **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 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 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 where **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** is increased monthly in line with the Building Cost Index as issued by the Department of the Environment.

**Your contents sum insured** (but not your **valuables** and **personal possessions**) is increased monthly in line with the Consumer Price Index.

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 Garda
- 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. Premium Payment

**We** will not make any payment under this **policy** unless **you** have paid the premium.

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

## General Conditions

### 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 **contents** must be the cost to replace as new.

**Your sum insured** for **valuables** and **personal possessions** 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**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### 9. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect **we** will cancel this **policy** from the date of the fraudulent act.

**We** will seek to recover any payments from **you** which **we** have already made in respect of the fraudulent claim.

This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the **policy** will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **we** will seek to recover any payments from any previous claims which **we** paid **you** on or after the date of the fraudulent act.

### 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 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
  - occurring before cover starts or arising from an event before cover starts
  - caused by deliberate 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

### **Examples of wear & tear excluded under this policy include but are not limited to 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

### **Examples of mechanical & electrical breakdown excluded under this policy include but are not limited to the following:**

- Electrical failure of an electrical component in televisions, computers etc
- 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 component 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.

### General Exclusions

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;
  - 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 reduction in value of the property insured following repair or replacement paid for under this 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. **We** will not pay 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**.
11. 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.

## 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 in **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**

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

d) **Notifying the Garda or Other Relevant Authorities**

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

- tell the Garda 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 promptly 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**

**You** must provide **us** with evidence of value or age (or both) for all items involved in a claim.

j) **Your Property**

**Your** property shall remain **yours** at all times. **We** shall not take ownership of or accept liability for any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

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.

## Claims Conditions

### 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** may 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

If **your** claim is in respect of a single event and **we** are paying **you** under multiple sections of **your policy** then **we** will only deduct the highest **excess** of those sections rather than deducting each **excess** under each section.

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

### 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 amount over €50,000 for clean up costs following an escape of oil.
- c) 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**.

## Section 1 - Buildings - Standard Cover

### What is covered

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

### What is not covered

#### We will not pay

- 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 impact and infill.
  - c) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
  - d) for loss or damage caused by **settlement**.
  - e) for loss or damage caused by riverbank or coastal erosion.
  - f) for loss or damage arising from defective materials or faulty workmanship.
  - g) 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 of **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**.

## Section 1 - Buildings - Additional Cover

### What is covered

#### 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

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

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets 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.

#### F - Sale of **your** Premises

Anyone buying the **premises** will be entitled to have the benefit of section 1 for the period from exchange of contracts (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

### What is not covered

We will not pay

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

- a) any amount over 20% 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 12 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 € 1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than € 1,000 in total.
- b) for loss of metered water whilst **your home** is **unoccupied**.

- a) if the **buildings** are more specifically insured under any other insurance.

## Section 1 - Buildings - Additional Cover

### What is covered

#### G - Trace & Access

The costs incurred to find the source of escape of:

- Water, oil or gas 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**.

#### H - Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

#### I - Squatters

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

#### J - Emergency Entries

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

#### K - Garden, Plants & Shrubs

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

#### L - Replacement Locks

Costs **you** have to pay for replacing locks and keys to safes, alarms, outside 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.

#### 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.

### What is not covered

**We** will not pay

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

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

- a) more than €1,000 any one claim.

- a) more than €1,000 any one claim.
- b) more than €250 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.

- a) any amount over €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.

- 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 12 months for this additional cover.

## Section 1 - Buildings - Additional Cover

### What is covered

#### **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 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**.

### What is not covered

#### **We** will not pay

a) more than €1,000 any one claim.

a) more than €2,500 any one claim.

b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had be made aware of the unauthorised use.

a) more than €2,000 any one claim.

## Section 1 - Buildings - Accidental Damage

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

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

**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.
- d) for the cost of maintenance and routine redecoration.
- e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- f) 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.
- g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- h) 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 immediately 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 in **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**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### Limit of insurance

**We** will not pay more than the **sum insured** less the **excess** for each **premises** shown in **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** shown in **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 domestic fixed 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 amount over € 50,000 for clean up costs following an escape of oil.
- c) 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 impact and infill.
- b) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- c) for loss or damage caused by **settlement**.
- d) for loss or damage caused by riverbank or coastal erosion.
- e) for loss or damage arising from defective materials or faulty workmanship.
- f) 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 of **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**.

#### 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.

### 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.
- 
- a) for the cost of repairing, removing or replacing frames.
- 
- 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.
  - h) 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.
- 
- a) any amount over 20% of the **contents sum insured**.
  - b) more than 12 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.

### Section 2 - Contents - Additional Cover

#### What is covered

##### 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 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 Underground 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.

##### 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 locks and keys to safes, alarms, outside 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.

#### What is not covered

##### We will not pay

- a) any amount over 20% of the **contents sum insured**.
  - b) more than 12 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.
- a) more than 10% of the **sum insured** for **contents** 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) 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 €2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €2,500 in total.
- a) more than €1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than €1,000 in total.
  - b) for loss of metered water whilst **your home** is **unoccupied**.

## Section 2 - Contents - Additional Cover

### What is covered

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

#### 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 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**.

### What is not covered

#### **We** will not pay

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

- more than €2,500 in any one claim.

- more than €2,500 in any one claim.
- any single item of €500.

- more than €5,000 any one claim.
- theft unless accompanied by forcible and violent entry.

- for **contents** outside the Republic of Ireland.
- for **money** or **credit cards**.
- for loss or damage to porcelain, china, glass and other brittle articles.

- more than €5,000 in any one claim.

- more than €500 any one claim.

## Section 2 - Contents - Additional Cover

### What is covered

#### 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**.

### What is not covered

#### We will not pay

- 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 12 months for this additional cover.
- 
- a) more than €2,000 any one claim.

## Section 2 - Contents - Accidental Damage

The following applies only if **your schedule** shows that **accidental damage to 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 in 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**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### Limit of insurance

**We** will not pay any more than the **sum insured** for the **contents** less the **excess** of each **premises** shown in **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 in the **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 other permanent member of the **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, but not limited to, 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.

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.

## Section 4 - Legal Liability to the Public

### What is covered

### What is not covered

- 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 in the **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 deemed to have 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 for

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 in **your schedule**.

### What is covered

**Valuables** and **personal possessions** up to the **sum insured** shown in **your schedule** against accidental loss or **accidental damage** within the geographical limits shown in the **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 in the **schedule** or the specification(s) attached to the **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 in **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.

If the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 2.

### Limit of insurance

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

## Section 7 - Pedal Cycle Cover

The following cover applies only if the **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
- accessories

unless 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 in the **schedule** or the specification(s) attached to the **schedule**.

### Limit of insurance

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

## Section 8 - Money & Credit Card Cover

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

### 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 in the **schedule**, provided that:

- within 24 hours of **you** discovering any such loss or theft, **you** have notified the Garda (or when outside of the Republic of Ireland the local Police, transit authority, hotel or airport security) and, in the case of **credit cards**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit cards** were issued to **you**

### Limit of insurance

**We** will not pay more than the **sum insured** less the **excess** shown in the **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.



Home Insurance Policy

Notes:



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