



Innovation Choices Policy Wording

Contents

Important Notice.....	3
Definitions	5
Section 1: Buildings	8
Extensions to Section 1: Buildings	10
Section 2: Contents.....	13
Extensions to Section 2: Contents	14
Optional extension to Section 2: Contents	18
Section 3: Extra protection	19
Section 4: Home Emergency Assistance – 1890 583 583	22
Policy conditions	24
General Policy Exclusions.....	27
What if you have a complaint?	28

To make a claim, call 01 7617 617

You can notify us of a claim 24 hours a day.
Please add this number to your mobile phone.

Welcome to FBD Insurance plc.

This policy is a contract solely between the **company** and **you**.

This policy document, the statement of fact, schedule and any endorsements are all part of the policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on pages 5 and 6 of this policy document.

We will insure **you** against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

This cover applies throughout the Republic of Ireland except when **we** state otherwise in the policy.

Finance Act 1990

We have paid, or will pay the appropriate Stamp Duty to the Revenue Commissioners in line with the requirements of the Finance Act 1990

Insurance Act 1936

We will pay any money due under the policy in the Republic of Ireland.

Important note

Please read this policy document carefully and ensure that it meets your requirements. If you have any query please contact your agent whose details are shown in the schedule. Please keep this policy in a safe place you may need to refer to it if you make a claim.

Signed for and on behalf of FBD Insurance plc.



Kate Tobin
Chief Underwriting Officer

Important Notice

Useful hints and tips to help you to protect your home

Please read this notice carefully as the advice it contains could help to prevent damage to **your home**.

We are committed to supporting **you** with practical solutions to help **you** avoid some of the most common causes of damage.



Freeze and Escape of Water

- 1 Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency.
- 2 Ensure that all exposed pipes in the home, attic basement and garage are adequately insulated
- 3 Ensure your hot water cylinder is covered with a cylinder jacket
- 4 Lag outside water taps to prevent them freezing and pipes bursting. Disconnect and store outdoor hoses
- 5 Check window and door seals to ensure no cold air is getting in or warm air getting out
- 6 Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest hint of water.



Storm

- 1 Ensure that your property is well maintained and that fixtures, fittings, pipes, drains, lead valleys and structures exposed to wear and tear are repaired and renewed
- 2 Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- 3 Roofs should be inspected regularly for loose slates/tiles and poor guttering.
- 4 Trees should be maintained and dead wood or vulnerable branches should be removed.

Please note: Buildings in sound condition will be able to cope with most weather conditions. Please remember insurance is not a maintenance contract and you are responsible for maintaining your property in a good state of repair.



Theft

- 1 Lights: Keep your home well lit. Garden lights and motion-detecting floodlights can make approaching your home too conspicuous for a burglar.
- 2 It is highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors.
- 3 Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letterbox or hidden outside.



Fire

- 1 A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your detector regularly.
- 2 Avoid leaving candles left unattended or in a place likely to be knocked over.
- 3 It is advisable to have extinguishers in the home.
- 4 Do not fill a chip pan with more than one third of fat or oil. Do not place food in the pan if the fat or oil is giving off smoke.
- 5 Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every 3 years and contain a current safety mark.

Important Notice

Please note that this home insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing, chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

You should keep **your** property in good repair, and take steps to avoid loss or damage.

Fraud

A person is committing fraud if they or anyone else insured by this policy or acting on their behalf knowingly:

- Provide answers to **our** questions which are dishonest, inaccurate or misleadingly incomplete
- Mislead **us** in any way for the purpose of obtaining insurance, or more favourable insurance terms, or a reduced premium or to influence **us** to accept a claim
- Make a fraudulent or false claim in full or in part:
 - by providing false information in order to influence **us** to accept a claim;
 - by exaggerating the amount of the claim; or
 - by supplying false or invalid documents in support of a claim.

How we deal with fraud to protect us and our customers

If **we** find that fraud has been committed **we** will have the right to:

- void the policy and may not refund any premium
- refuse to pay the whole of a claim if any part is in any way fraudulent, false or exaggerated
- recover any costs incurred by **us**, including investigation and legal costs
- recover the cost of any previously paid claims involving fraud

In addition, **we** may:

- inform An Garda Síochána , which could result in prosecution
- inform other organisations as well as anti-fraud databases

Definitions

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Bedroom

A room used as or originally designed and built to be a **bedroom** even if it now used for another purpose.

Buildings

The **home** being built of brick, stone or concrete and roofed with slates, tiles, fibreglass, asphalt or metal, including landlord's fixtures and fittings, its **garages** and domestic **outbuildings**, stairlifts, permanent swimming pools, fixed hot tubs, fixed Jacuzzis, domestic fixed fuel tanks and septic tanks, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

Cost of Rebuilding

The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including architect and surveyor's fees.

Contents

What is insured	What is not insured
<ol style="list-style-type: none">Household goods, valuables and belongings, including money up to €750 and credit cards up to €1,000 owned by, or the legal responsibility of you or a member of your family when in your home.Tenant's fixtures and fittings.Visitors personal effects up to €1,000 when in your home unless otherwise insured.Office equipment and office furniture used by you or your family up to €6000 when in your home. By home office equipment we mean office equipment and furniture related to any administrative and clerical activities undertaken at your home.	<ul style="list-style-type: none">Mechanically propelled or assisted vehicles of all types (other than electric or motorised wheelchairs, mobility trikes and domestic robotic lawnmowers or gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.Swimming pool covers.Pets and livestock.Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.Property more specifically insured.Bonds, bills of exchange, promissory notes and securities for money.Property used for Business or Trade purposes (other than office equipment and office furniture up to €6000 when in your home).Plants, trees or any growing matter.Contact or corneal lenses.

Credit Cards

Credit, cheque, debit, charge or cash cards.

Excess

The amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

Family

You, **your** domestic partner and other relations who permanently reside with **you**.

Garage

A structure originally built for storing a motor vehicle or motor vehicles.

Home

The house, bungalow or self-contained flat/maisonette together with its **garages** and domestic **outbuildings** at the address shown in the schedule, used for private residential purposes.

Heave

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

Insured /you /your

The person or persons named as policyholder(s) in the schedule.

Landslip

Downward movement of sloping ground.

Money

Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages;**
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

Pedal cycle

- Any non-motorised pedal cycle, or
- Electric pedal cycle, provided it has:
 - pedals capable of propelling the bike;
 - a maximum power that does not exceed 250 watts; and
 - a maximum power assisted speed which does not exceed 15.5mph.

Personal effects

Personal property which is designed to be worn or carried on or about the person.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Subsidence

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

Terrorism

For the purpose of the General Policy Exclusion an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(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.

Tenants Fixtures and Fittings

Any part of the structure, fittings and fixtures that **you** are legally liable for under the terms of **your** tenancy agreement.

The company /we /us /our

FBD Insurance plc.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been lived in by **you** or **your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Valuable(s)

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

Water table

The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

Section 1: Buildings

See definitions on pages 5, 6 and 7

What is insured	What is not insured
Loss of or damage to the buildings by the following causes:	<ul style="list-style-type: none"> • The first €300 of each and every claim, unless specifically noted otherwise. • Wet or dry rot • Loss or damage due to any gradually operating cause.
1. Fire, Smoke, Explosion, Lightning, Earthquake;	<ul style="list-style-type: none"> • Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2. Storm or Flood;	<ul style="list-style-type: none"> • Loss or damage caused: <ul style="list-style-type: none"> a) by frost, subsidence, heave or landslip; b) to fences and gates. • Loss or damage to basement rooms as a result of a rise in the water table.
3. Subsidence or heave of the site beneath the buildings , or landslip ;	<ul style="list-style-type: none"> • The first €5000 of each and every claim • Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the home is damaged at the same time and by the same cause. • Damage caused by: <ul style="list-style-type: none"> a) the normal settlement or bedding down of new structures; b) the settlement or movement or made-up ground; c) water escaping from within the home or from pipes serving the home; d) coastal or river erosion; e) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations; f) Pyrite; g) Mica. • Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the home are damaged at the same time and by the same cause. • Damage which originated prior to inception of this Policy. • Damage resulting from: <ul style="list-style-type: none"> i. demolition, construction, structural alteration or repair to the buildings; or ii. groundworks or excavation. • Any loss or damage where compensation is provided by contract or legislation.
4. Riot, Civil Commotion, Strikes, Labour Disturbances;	<ul style="list-style-type: none"> • Loss or damage that is not reported to An Garda Síochána within seven days.
5. Malicious Acts;	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you or your family or any person lawfully in your home.

Section 1: Buildings – continued

What is insured	What is not insured
6. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance;	<ul style="list-style-type: none"> • The first €500 of each and every claim • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Repairs to tanks, pipes or appliances unless caused by freezing. • Loss or damage by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy).
7. Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets.
8. Theft or attempted theft;	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. • Loss or damage caused by any person lawfully in your home.
9. Leakage of oil from any fixed heating installation;	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished.
10. Falling trees or branches;	<ul style="list-style-type: none"> • Loss or damage to gates or fences. • The cost of the removal of the tree or branch unless damage has been caused to the buildings by its fall. • Damage caused by felling, lopping, or topping of trees.
11. Accidental damage to the buildings	<ul style="list-style-type: none"> • Damage whilst the buildings or any part of them are lent, let, or sub-let, or are left unoccupied or unfurnished. • Damage caused by: <ul style="list-style-type: none"> i. faulty workmanship, defective design, or the use of defective materials; ii. wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin; iii. domestic pets; iv. movement, settlement or shrinkage in any part of the buildings; v. movement of the land belonging to the buildings; vi. demolition or structural alteration or repair. • Any destruction or damage otherwise shown as not insured under section 1 of this policy. • Market depreciation, the cost of maintenance and redecoration. • The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Extensions to Section 1: Buildings

What is insured	What is not insured
<p>A. Fees and other Expenses</p> <p>We will also pay the necessary and reasonable costs incurred by you with our written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:</p> <p>a) architects, surveyors, legal and other fees;</p> <p>b) the cost of clearing the site and making the buildings safe;</p> <p>c) the additional cost of rebuilding or repair of the damaged part of the buildings solely to comply with any government or local authority requirements, unless you were given notice of the requirement before the loss or damage occurred.</p> <p>The most we will pay under this heading "Fees and other Expenses" is the building sum insured shown in your schedule.</p>	<ul style="list-style-type: none"> • Fees for preparing any claim • Costs for complying with requirements you were notified of before the loss or damage.
<p>B. Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy we will pay up to 12 months</p> <p>a) rent that you are responsible for paying or would have received until the home is again fit to live in</p> <p>b) extra accommodation costs, incurred with our written consent, for</p> <p style="padding-left: 20px;">i) you, your family;</p> <p style="padding-left: 20px;">ii) and domestic pets</p> <p>until the home is again fit to live in.</p>	
<p>C. Underground Pipes and Cables</p> <p>We will pay:</p> <p>a) the cost of repair to pipes and cables following accidental damage by external means to cables, underground pipes or underground tanks all servicing the home and for which you are legally responsible.</p> <p>b) up to €1,000 for breaking into and repairing an underground pipe for which you are legally responsible and which services the home where it is essential to clear a blockage.</p>	<ul style="list-style-type: none"> • The first €300 of each and every claim. • Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. • Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

Extensions to Section 1: Buildings – continued

What is insured	What is not insured
<p>D. Your Liability to the Public</p> <p>We will pay for damages and claimants' costs and expenses which you become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> a) death of any person; b) bodily injury to any person; c) illness or disease of any person; or d) damage to material property; <p>up to €2,600,000 in connection with</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred solely as owner (not as occupier) of the home or the land belonging to the home.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from: <ul style="list-style-type: none"> a) any profession, business or employment other than the letting of the home if you have advised us that the home will be used for this purpose. b) the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles); c) any agreement unless you would have been liable had the agreement not been made; d) death, injury, illness or disease of any member of your family or a domestic employee; e) loss or damage to property owned, occupied or in the custody or control of you, your family or any domestic employee; or f) the charging of any electric vehicle that is not situated within the boundary of the home. • Liability if you have any other insurance policy that covers the same loss.
<p>E. Fire Brigade Charges</p> <p>We will pay up to €2,000 for costs you have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the home which results in a claim under this policy.</p>	
<p>F. Emergency Access</p> <p>We will provide cover for damage to the home and garden caused by the fire, gardai or ambulance services as a result of an emergency.</p>	
<p>G. Trace and Access</p> <p>We will pay up to €750 for the costs incurred with our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<ul style="list-style-type: none"> • The first €100 of each and every claim. • Loss or damage to the heating or water system.

Section 1: Buildings – Basis of Claims settlement

- (a) **We** will pay up to the sum insured for **buildings** shown in the schedule for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
- (b) If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
- (c) If the **buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (d) 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**.
- (e) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

AUTOMATIC REINSTATEMENT

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

INDEX LINKING

We may adjust the sum insured for each item shown on the schedule in line with suitable indices of costs and, where such adjustment is made, the premium for renewal will be based on the adjusted amounts.

Section 2: Contents

See definitions on pages 5, 6 and 7

What is insured	What is not insured
Loss of or damage to the contents by the following causes:	<ul style="list-style-type: none"> • The first €300 of each and every claim, unless specifically noted otherwise. • Loss or damage due to any gradually operating cause.
1. Fire, Smoke, Explosion, Lighting, Earthquake;	<ul style="list-style-type: none"> • Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.
2. Storm or Flood;	<ul style="list-style-type: none"> • Loss or damage to contents in basement rooms as a result of a rise in the water table.
3. Subsidence or heave of the site beneath the buildings , or landslip ;	<ul style="list-style-type: none"> • The first €5,000 of each and every claim • Loss or damage caused by: <ol style="list-style-type: none"> a) the normal settlement or bedding down of new structures; b) the settlement or movement or made-up ground; c) coastal or river erosion; d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations; e) Pyrite; f) Mica. • Damage resulting from: <ol style="list-style-type: none"> i. demolition, construction, structural alteration or repair to the buildings; or ii. groundworks or excavation.
4. Riot, Civil Commotion, Strikes, Labour Disturbances;	<ul style="list-style-type: none"> • Loss or damage that is not reported to An Garda Síochána within seven days.
5. Malicious Acts;	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you or your family or any person lawfully in your home.
6. Escape of water from a fixed water or heating installation or plumbed in domestic appliance;	<ul style="list-style-type: none"> • The first €500 of each and every claim • Damage to the installation or appliance from which the water escapes. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy)
7. Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets.

Section 2 : Contents – continued

What is insured	What is not insured
8. Theft or attempted theft;	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. Loss or damage caused by any person lawfully in your home. Any amount more than €5,000 in respect of contents within secure domestic outbuildings and garages (A limit of €2,500 applies for any one item other than for ride on or robotic lawnmowers where the limit is €5,000.)
9. Leakage of oil from any fixed heating installation;	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Damage to the appliance from which the oil escapes.
10. Falling trees or branches;	<ul style="list-style-type: none"> Loss or damage arising from felling, lopping or topping of trees.

Extensions to Section 2: Contents

What is insured	What is not insured
<p>A. Temporary Removal Of Contents</p> <p>We will pay for contents lost or destroyed by any of the causes 1-10 of section 2 of this policy whilst temporarily removed from the home but remaining in the Republic of Ireland:</p> <p>a) up to €5,000 in respect of contents whilst in student accommodation or otherwise</p> <p>b) up to 20% of the sum insured for contents shown in the schedule.</p>	<ul style="list-style-type: none"> The first €300 of each and every claim, unless specifically noted otherwise. Loss or damage in a furniture depository. Loss or damage caused by storm or flood to property not in a building. Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> a) a building or b) in the case of student accommodation, a locked room.
<p>B. Fatal Accident</p> <p>We will pay €5,000 if you or your partner die, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders, within 90 days of the incident.</p>	
<p>C. Fire Brigade Charges</p> <p>We will pay up to €2,000 for costs you have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the home which results in a claim under this policy.</p>	

Extensions to Section 2: Contents – continued

What is insured	What is not insured
<p>D. Rent and Alternative Accommodation</p> <p>If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-10 of section 2 of this policy we will pay up to 12 months rent:</p> <p>a) that you are responsible for paying as occupier until the home is again fit to live in; or</p> <p>b) the extra accommodation costs, incurred with our written consent, for</p> <p style="padding-left: 20px;">i) you, your family;</p> <p style="padding-left: 20px;">ii) and domestic pets</p> <p style="padding-left: 20px;">until the home is again fit to live in.</p>	
<p>E. Deep Freezer Contents</p> <p>We will pay up to €750 for food in a domestic deep freezer in the home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> • The first €100 of each and every loss. • Loss due to the deliberate act of the supply authority. • Loss if the freezer is more than 10 years old at the date of the loss.
<p>F. Tenants Liability (applicable if the buildings are rented)</p> <p>Any amount which you become legally liable to pay as a tenant, and not as an owner of the buildings up to 20% of the sum insured for contents shown in the schedule in respect of damage to the buildings by any of the causes 1-10 and extension C of the buildings section of this policy.</p>	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Malicious damage, theft or attempted theft, caused by you, your family or any other person lawfully in your home. • Theft caused by you, your family, paying guests or tenants.
<p>G. Contents in the Open</p> <p>We will pay up to €2,500 for loss or damage by causes 1-10 of Section 2 for contents in the open within the boundaries of your home. This includes cover for flowers, plants, shrubs or trees in pots or containers.</p>	<ul style="list-style-type: none"> • The first €300 of each and every loss • Flowers, plants, shrubs, trees and any growing matter not in pots or containers. • Loss or damage caused after the buildings have been left unoccupied or unfurnished.
<p>H. Door Locks</p> <p>We will pay up to €1,000 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.</p>	<ul style="list-style-type: none"> • The first €100 of each and every loss • Thefts not reported to An Garda Síochána
<p>I. Loss of Oil and Metered Water</p> <p>We will pay up to €1,000 for:</p> <p>(i) the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation.</p> <p>(ii) additional charges incurred by you as a result of accidental loss of metered water.</p>	<ul style="list-style-type: none"> • The first €300 of each and every loss. • Loss otherwise shown as not insured under section 2 of this policy. • Loss if the buildings have been left unoccupied or unfurnished. • Accidental loss of metered water costs recovered from the responsible water authority.
<p>J. Weddings, Birthdays and Religious Festivals</p> <p>The contents sum insured will be automatically increased by:</p> <p>a) 10% during the month of your religious festival;</p> <p>b) 10% for 30 days before and after your wedding day;</p> <p>c) 10% for 7 days after your birthday;</p> <p>to cover religious festival, wedding or birthday gifts.</p>	

Extensions to Section 2: Contents – continued

What is insured	What is not insured
<p>K. Public and Personal Liability</p> <p>We will pay for damages and claimants' costs and expenses which you or any member of your family become legally liable to pay for accidental:</p> <p>a) death of any person;</p> <p>b) bodily injury to any person;</p> <p>c) illness or disease of any person; or</p> <p>d) damage to material property;</p> <p>up to €2,600,000 in connection with</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred:</p> <p>i. solely as occupier (not as owner) of the home or the land belonging to the home; or</p> <p>ii. in a personal capacity, (not as occupier or owner of any building or land) occurring in The Republic of Ireland and elsewhere in the world during a temporary visit.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> • Death, bodily injury, illness or disease to any member of your family or domestic employee. • Loss of damage to property owned by, or in the custody or control of, you or any member of your family or any person permanently residing with you. • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. • Liability arising directly or indirectly as a consequence of any criminal act by you or any member of your family. • Any agreement unless you would have been liable had the agreement not been made. • The ownership, use or possession of any: <ul style="list-style-type: none"> i. lift, stairlift, caravan, trailer, aircraft including drones, watercraft including jet skis, hovercraft or boats (other than hand propelled watercraft); ii. mechanically propelled or assisted vehicles including E-scooters (other than pedal cycles, electric or motorised wheelchairs, mobility trikes and domestic robotic lawnmowers or garden machinery); iii. animals except domestic pets other than dogs termed as dangerous in the regulations made under the Control of Dogs Act 1986 and any further amendments to that Act if the ownership or use is not in accordance with those regulations; or iv. firearms, other than properly licensed shotguns. • Any profession, business or employment. • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the Republic of Ireland. • Liability if you have any other insurance policy that covers the same loss. • Liability arising directly or indirectly from the charging of an electric vehicle that is not situated within the boundary of the home.
<p>L. Accidents to Domestic Employees</p> <p>We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental:</p> <p>a) death of;</p> <p>b) bodily injury to; or</p> <p>c) illness or disease of;</p> <p>any domestic employee (including occasional employees undertaking repairs or decorations) in connection with</p> <p>a) any one claim; or</p> <p>b) series of claims;</p> <p>made against you or your family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within the Republic of Ireland.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>The most we will pay for any claim or claims resulting from one cause is €10,000,000. This includes any legal costs and expenses.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. • Any agreement unless you would have been liable had the agreement not been made. • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the Republic of Ireland • Liability arising from any business or profession • Liability for death of, bodily injury to, or illness or disease of any member of your family. • Liability if you have any other insurance policy that covers the same loss. • Liability for which compulsory insurance or security is required by any road traffic legislation.

Extensions to Section 2: Contents – continued

What is insured	What is not insured
<p>M. Moving Home</p> <p>We will pay the cost of loss or damage to contents while in transit by professional removal contractors from the home to your new permanent residence in the Republic of Ireland.</p>	<ul style="list-style-type: none"> • The first €300 of each and every loss. • Valuables and money. • Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers. • Damage while items are lost, or damaged while in storage.

Optional extension to Section 2: Contents

This cover does not apply unless the schedule states that **accidental damage** is included.

What is insured	What is not insured
<p>Accidental damage to contents when in your home</p>	<ul style="list-style-type: none"> • The first €300 of each and every claim, unless specifically noted otherwise. • Clothing (including furs), money, credit cards, contact and corneal lenses, and food. • Loss or damage if the buildings are lent, let, or sub-let in whole or in part, or are left unoccupied or unfurnished. • Damage caused by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration. • Damage caused by domestic pets. • Damage caused by mechanical or electrical fault or breakdown or misuse. • Damage arising from depreciation in value or any costs not directly incurred as a result of the loss. • Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured. • Confiscation or detention.

Section 2: Contents - Basis of Claims settlement

- (a) **We** will pay up to the sum insured for **contents** shown in the schedule for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- (b) The maximum amount **we** will pay in respect of any one loss for all **valuables** is 40% of the sum insured for **contents** shown in the schedule.
- (c) The maximum amount **we** will pay for any **valuable** item is €3750 unless specifically insured.
- (d) The maximum amount that **we** will pay in respect of any one loss under this section of the policy is the sum insured stated in the schedule
- (e) If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the sum insured for **contents** shown in the schedule, **we** will pay only that proportion of the loss which the sum bears to the replacement cost. 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**.
- (f) **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (g) In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- (h) In the event of loss or damage to any one article or pair or set of articles, (subject to text noted in point (f) above), where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

Section 3: Extra protection

See definitions on pages 5, 6 and 7

A, B and C within the limits of the Republic of Ireland and anywhere in the world for up to 60 days in any one period of insurance.

A Unspecified Articles, Personal Money and Credit Cards

This cover does not apply unless the schedule states that **unspecified articles** is included.

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p>	<ul style="list-style-type: none"> The first €100 of each and every claim, unless specifically noted otherwise.
<p>a) Articles of gold, silver and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, hearing aids, mobile telephones and other portable personal effects up to a limit of €1,000 for any one item.</p>	<ul style="list-style-type: none"> Loss or damage to pedal cycles Any loss or damage to contact and corneal lenses. Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. Documents or securities Household goods, foodstuffs and domestic appliances. Property more specifically insured. Sports equipment whilst in use. Equipment used for winter sports, water sports and camping. Collections of stamps, coins and medals. Televisions, audio and audio visual equipment. Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle. Tools or instruments used or held for business or professional purposes Loss or damage listed under What is not insured by section 3.
<p>b) Personal money and credit cards.</p> <p>Loss of money belonging to you or your family up to €350 for any one loss.</p> <p>Money comprising personal money held for private purposes by you or your family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.</p> <p>Your liability under the terms of the personal credit cards including cheque, debit, charge or cash cards, to you or your family, up to a maximum of €1,000 for any one loss.</p>	<ul style="list-style-type: none"> Depreciation in the value of money. Loss of money caused by accounting errors or omissions. Loss of money not reported to An Garda Síochána within 24 hours of discovery or loss. Loss of money held for business or professional purposes. Loss listed under What is not insured by section 3. Any loss unless the terms and conditions under which the card is issued have been fulfilled. Losses not reported to An Garda Síochána within 24 hours of discovery of a loss. Any loss as a result of unauthorised use by a member of your family or a person residing with you. Loss listed under What is not insured by section 3. Loss caused by accounting errors or omissions. Depreciation in value.

B Specified Articles

*This cover does not apply unless the schedule states that **specified articles** is included.*

What is insured	What is not insured
Loss or damage to articles specified in the appendix to section 3 in the schedule.	<ul style="list-style-type: none">• The first €100 of each and every claim, unless specifically noted otherwise.• Loss or damage listed under What is not insured by section 3.• Loss or damage to pedal cycles• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.• Sports equipment whilst in use.• Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from a luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

C Pedal Cycles

*This cover does not apply unless the schedule states that **pedal cycles** is included.*

What is insured	What is not insured
Loss or damage to pedal cycles in the appendix to section 3 in the schedule.	<ul style="list-style-type: none">• The first €100 of each and every claim, unless specifically noted otherwise.• Theft of unattended pedal cycles unless in a locked building or attached by a security device to a permanently fixed structure.• Loss or damage listed under What is not insured by section 3• Loss or damage:<ul style="list-style-type: none">a) to any pedal cycle being used for trade or business purposes;b) to any pedal cycle being used in races, time trials and competitions or whilst practising for them;c) to tyres and accessories unless the pedal cycle is lost or damaged at the same time;

Section 3: Extra Protection - Basis of Claims settlement

- (a) **We** will pay up to the sum insured (subject to any limits) shown in **your** schedule for the cost of replacing as new (or at **our** option **we** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.
- (b) In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- (d) In the event of loss or damage to any one article or pair or set of articles where the value exceeds €2500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.

What is not insured by Section 3:

- 1. Electrical, electronic or mechanical breakdown or derangement.
- 2. Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- 3. Damage to watches and clocks caused by over winding.
- 4. Loss of or damage:
 - i. by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, **vermin**, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - ii. to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
 - iii. arising from confiscation or detention by customers or other officials; or
 - iv. to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- 5. Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.

Section 4: Home Emergency Assistance – 1890 583 583

This cover does not apply unless the schedule states that Home Emergency Assistance is active

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

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

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

Your excess will not apply to a claim made under this section unless one is specifically referred to in **your** schedule.

It is important that **you** give the following information when calling the home emergency assistance

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

Events insured

Section A – Emergency services

Emergency repairs are the repairs necessary to make the **home** safe and secure it against further loss or damage following an unexpected or sudden occurrence which results in damage needing immediate action.

We will provide an emergency repair service to secure the **home** and prevent further loss or damage from happening, following an emergency arising from one of the following events:

1. Broken or damaged piping, leaks from sanitary fixtures and fittings and fixed water installations within the **home**.
2. Failure of the electrical supply within the **home** due to a fault or damage to the electrical installation inside the **home**.
3. The **home** being made insecure or if entry is obstructed due to:
 - loss of keys,
 - damage to locks,
 - as a result of theft,
 - any other accidental cause,
 - in the event a child has locked themselves in a room.
4. Storm damage or any other accidental damage to the roof which renders the **home** insecure.
5. Broken glass in outside windows or doors which makes the **home** insecure.

Cover provided

We will pay the cost of the callout, labour and materials which are necessary for the emergency repair work, up to a maximum amount of €300 for each emergency.

If the repairs cost more than these amounts **you** will be responsible for paying the difference. If **you** have a valid claim under Section 1 or Section 2 **we** will refund any repair cost **you** pay.

Exclusions to Section A

We will not pay for:

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

Section B – Follow up services

When **we** have carried out an emergency repair covered under Section A **we** will also provide the following benefits.

1. Urgent message relay - when an emergency occurs within the **home**, **we** will pass on an urgent message to a **family** member at home or abroad.
2. Essential information - if **you** need the number of an essential service urgently, simply call 1890 583 583 and **we** will provide the contact number for services like a hospital, garda station, fire brigade or 24 hour pharmacy.

Exclusions common to Section A and Section B

We will not pay for

1. Any work other than emergency repair as specified.
2. Any work undertaken which is not within the **home**.
3. Any costs incurred without **our** prior approval.
4. An emergency brought about by an avoidable or deliberate act committed by anybody lawfully in or about the **home**.
5. Damage to **your** contents
6. Any emergency where **your home** is **unoccupied** or not owned by **you**.

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

Conditions common to Section A and Section B

- a) **We** will only provide the home assistance benefits described in the policy once **you** have complied with all its terms and conditions.
- b) **We** will not pay any benefit unless **you** have notified **us** by calling the contact number and **we** have authorised assistance.
- c) **You** must quote **your** policy number when calling for assistance and then produce relevant identification on the request of the operator, tradesman or any other of **our** agents.
- d) **You** cannot transfer the benefits of this policy to anyone else.
- e) **You** should keep the **home** in a good state of repair.
- f) **You** will need to replace or repair any parts of the **home** which are failing or showing signs of wear and tear as soon as possible after **you** notice a problem.
- g) **Our** home emergency assistance cover is limited to a maximum of 3 emergency assists in any one 12 month period of insurance. After the third assist, **your** home emergency assistance cover no longer provides any protection.
- h) While **we** do our best to arrange prompt service for all emergencies, the service levels cannot be guaranteed at times of severe weather conditions which last for a long period of time such as bad storms. At these times there may be a foreseeable likely shortage of tradespersons available to deal with individual emergencies.
- i) This section provides home emergency assistance only. It does not replace the cover provided by Section 1 and Section 2 and does not provide for the cost of normal wear, tear, depreciation or general maintenance.

Policy conditions

1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity. If **you** or any other person claiming under this policy does not comply with the policy conditions, **we** may cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

2. Your duty to prevent loss or damage

- (a) **You** and any person seeking the benefit of this policy must take all steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- (b) **You** and any person seeking the benefit of this policy should take all steps to prevent loss or damage as a result of any item failing to correctly recognise the date change.

3. Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

4. Your duty of disclosure

- (a) **We** will ask **you** specific questions in order to determine the risk undertaken by **us**, **our** acceptance of **your** insurance, **our** calculation of **your** premium and the terms and conditions **we** apply.

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

If **you** are ever in any doubt about **our** questions and **your** responses, you must tell **us**.

- (b) **You** must tell **us** about any change in information as recorded in **your** schedule and completed insurance application documents, after the policy has started.

Cover for any change in risk will only apply after it has been advised to **us** and if **we** have agreed to cover it. **We** will then let **you** know of any change in **your** premium or policy terms.

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

In the event of any negligent misrepresentation, **we** may apply remedies in line with the Consumer Insurance Contracts Acts 2019. For example, **we** may give **you** a reduced claim payment or no claim payment. We may also treat the whole policy or a section of it as cancelled or not having existed.

5. Cancellation of the policy and the cooling-off period

- (a) **We** may cancel this policy by sending **you** seven days' notice in writing to **your** last known address. A reason or reasons for the cancellation will also be provided to **you**.
- (b) **You** may cancel this policy by sending written cancellation instructions to **your** broker.

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

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

If **you** cancel outside the cooling-off period, as long as no claim has been made or is pending, **we** will return the premium for the period of insurance left to run. **You** will be charged proportionally for the period you were on cover, together with any additional charges as specified by **your** broker.

Cooling-off period: All non-life policies are sold with a 'cooling-off' period once **your** contract is for a period of 30 days or longer. The cooling-off period will apply both at New Business and at Renewal, and will last for 14 working days from the date **you** are informed that the contract is in place. If **you** cancel **your** policy within the cooling off period, no cancellation charge will apply and **you** will be charged proportionally for the period **you** were on cover.

6. Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

7. Arbitration

Any dispute relating to a claim between **you** and **us** under this policy must be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us**. If we cannot agree, an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. If the disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

8. Other insurances

If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

9. Notification and obligations in relation to a claim

You must immediately let **us** know on 01 7617 617 of any event which may lead to a claim under this policy regardless of whether or not a claim will be made.

- A. Within 30 days after an event, or within any further time period as **we** may allow in writing, **you** must give **us** at **your** own expense:
- Details in writing of the property or parts of it that have been damaged or destroyed. This must be as accurate as is reasonably possible.
 - An estimate of the amount of destruction or damage taking into account the value of the property at the time of the loss.
 - Details of any other insurance cover on the property or liability insured by this policy.
 - Receipts, invoices and any further proof of your claim as **we** may reasonably require together with (if requested) a declaration of the truth of the claim and of any matter related to it.
- B. **You** must not go ahead with any repairs (other than emergency repairs to limit damage) without our approval. Where emergency repairs are carried out **you** must retain any damaged property for **our** inspection.
- C. **You** must immediately advise An Garda Síochána or other relevant policy authority about any incident of stealing, attempted stealing, deliberate or malicious damage or vandalism or loss by malicious persons. **You** must also permit them to give **us** any information and help which **we** may be entitled to.
- D. **You** must;
1. Notify **us** as soon as **you** become aware of any possible prosecution or inquest in connection with any event, and
 2. Send **us** immediately on receipt and without answering it, every letter, claim, legal proceedings and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB).

10. How we will settle your claim

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

Buildings – At **our** option **we** will rebuild, repair, replace or pay an amount in the event of loss or damage to your **buildings** which is covered under this policy.

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

- a. **We** will replace the property with the closest possible match where it has been damaged or stolen.
- b. The damaged property will be repaired, if possible.
- c. **We** will pay **you** the amount of the loss or damage where repair or replacement is not possible.
- d. If **we** choose to pay **you**, even where replacement or repair is possible, the payment will reflect any discounts **we** may have received had **we** replaced the property.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings**, **contents** or extra protection sections, **we** will only take off one **excess**. This will be the highest **excess** shown in **your** schedule for the sections concerned.

No claim discount

We will reduce the renewal premium according to the following scale if no claim is made or arises under this policy in the period of insurance.

Period of insurance	Reduction
no claim free years	0
1 Claim Free Year	5%
2 Claim Free Years	10%
3 Claim Free Years	20%
4 Claim Free Years	25%
5 Claim Free Years	25%

The no claim discount for **your** first period of insurance is calculated on the claims history you have declared to **us**. The maximum no claim discount is 25%. You will not lose **your** no claim discount for claims under Section 4 – Home emergency assistance.

11. Our rights in the event of a claim or recovery

A. To salvage

Without accepting any responsibility or limiting **our** right to rely upon any condition on this policy, we will have the right to enter, take or keep possession of:

1. The building where the loss or damage has happened; and
2. Any of the property insured and to ask for it to be provided to **us**. **We** will deal with such property for all reasonable purposes and in a reasonable manner.

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

B. To defend or settle legal action

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

C. To take legal action to recover payment

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

D. To your co-operation

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

12. Payment of premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the policy is cancelled mid term and if any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

13. Law applicable to the Policy

The laws of Ireland will apply to your policy.

14. Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

General Policy Exclusions

What is not insured by this policy

1. Loss or damage to any property, or any legal liability directly or indirectly caused by or contributed to 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, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

This exclusion does not apply to Accidents to Domestic Employees section 2(J)
 - b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

This exclusion does not apply to Accidents to Domestic Employees section 2(J); or
 - c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
3. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
5.
 - a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of computer viruses.
 - b) Legal expenses or legal benefits or Liability arising from (a) above.

Except - Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 10 inclusive under section 1 buildings and section 2 contents of this policy.
6. Loss, damage, cost or expense of whatever nature arising directly or indirectly an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(J)
7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, **vermin**, insects, moths, mould, fungus or any other gradually operating cause.
8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.
9. Loss or damage caused by Pyrite.
10. Loss or damage caused by Mica.

What if you have a complaint?

We would like to hear from **you** if you have a complaint about **our** service. If **you** tell **us** your concerns, we'll try to put matters right and improve our service to all **our** customers. If **you** have a complaint about the way **your** policy was sold to **you**, please contact McCarthy Insurance Group to report **your** complaint. **You** will find their name and phone number on any letters they have sent to **you**.

If **you** have a complaint about **your** claim or **your** policy cover or wording please contact **us** at the details shown below:

- By phone: call 01 7617 617
- By email: info@fbd.ie
- In writing to:

FBD Insurance plc.

FBD House
Bluebell
Dublin 12
D12 Y0HE

We will try to resolve **your** complaint as quickly as **we** can. If **we** cannot resolve it at first contact or if the complaint is received in writing then should you wish to avail of it **we** will follow our formal complaint procedure. We will::

- write to **you** to acknowledge **your** complaint within 5 business days at to let you know who is dealing with the matter
- provide **you** with regular written updates on the progress of the investigation at intervals of not more than 20 business days
- send **you** a letter with details of the outcome of the complaint investigation within 5 business days of completion of the investigation.

If the complaint has not been resolved within 40 business days of receipt, **we** will write to **you** advising of the anticipated timeframe for resolution of the complaint and of **your** right to refer their complaint to the office of the Financial Services and Pensions Ombudsman (the Ombudsman).

Ombudsman

If **you** are not satisfied with **our** response or how we have dealt with **your** complaint you may refer your case to the Financial Service Ombudsman.

Information and contact details are shown below: The Financial Services and Pensions

Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel: 01 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

To make a claim, call 01 7617 617

You can notify us of a claim 24 hours a day.
Please add this number to your mobile phone.

Arranged and administered by

McCarthy Insurance Group

Charles McCarthy Insurances Ltd t/a McCarthy Insurance Group is regulated by the Central Bank of Ireland. Registered in Ireland no.357858. Registered office: Anderson Centre, O'Neill Crowley Quay, Fermoy, Co. Cork, Ireland.

Underwritten by

FBD Insurance plc

Registered in Ireland. No 25475. Registered office: FBD House, Bluebell, Dublin 12, D12 Y0HE
A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office.
FBD Insurance plc is regulated by the Central Bank of Ireland.