

# YOUR HOME INSURANCE POLICY BOOKLET

SUPPORT.

IT'S WHAT WE DO.



**FBD**  
INSURANCE

# Helpful notes and contact details

- Your policy is underwritten by FBD Insurance plc. Throughout this policy booklet, FBD Insurance plc is referred to as 'we', 'us' and 'our'.
- You should read this policy booklet together with your schedule. Your schedule will record your insurance cover and detail any changes or additions to the policy terms that apply to you.

<b>Claims service</b>	<p>To let us know about a claim, contact us on <b>0818 18 18 18</b>.</p> <p>Our dedicated claims service is available to help you 24 hours a day, 365 days a year.</p> <p>It is important to let us know as soon as you become aware of any event, which could lead to a claim. Do this before making any repairs (except for emergency repairs to limit damage). Our claims service will make the process as easy as possible for you and talk you through everything step by step.</p> <p>Your general obligations if a claim occurs are detailed in the Claims conditions section of this policy booklet. Please make sure you understand these conditions and if you have any questions, contact us.</p>
<b>Customer service</b>	<p>If you buy your policy from FBD Insurance, you can call us for customer support on <b>0818 18 18 18</b>.</p> <p>You can also find information by visiting our website <b>www.fbd.ie</b>.</p> <p>If you have arranged your policy through a broker, please contact your broker directly.</p>
<b>Find a tradesperson</b>	<p>The MAPFRE ASSISTANCE Agency Ireland (MAPFRE) 'Find a tradesperson' helpline is available 24 hours a day, 365 days a year. This helpline provides you with a directory of tradespeople who you can engage at your own expense, including plumbers, electricians, glaziers, locksmiths or roofers.</p> <p>To access this service, call <b>0818 478 478</b>.</p> <p>If the cost of any repair is covered as part of a valid claim under your home insurance policy, we will repay the cost as part of the claim settlement.</p>
<b>Home emergency assistance</b>	<p>If your policy includes the Home emergency assistance service, we will record this in your schedule.</p> <p>Home emergency assistance is provided separately by MAPFRE ASSISTANCE Agency Ireland (MAPFRE). In the event of an emergency, it provides assistance to repair or secure your home and protect you from further loss or damage.</p> <p>To access this service, call <b>0818 583 583</b>.</p> <p>For further details on using the service including the terms, conditions, exclusions and limits that apply, see Section 6–Home emergency assistance, in this policy booklet.</p>

FBD Insurance has over 50 years' experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online today.

# Home insurance policy contents

The 'cover sections' and individual covers within each section of this policy booklet, will only apply to your policy if they are recorded in your schedule. If any cover is not recorded in your schedule, the cover will not apply.

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# YOUR INSURANCE POLICY



# Introduction to your policy

- ! To help **you** to understand **your policy**, **we** have defined some of the common words and phrases **we** use. **We** have printed these words and phrases in bold, so **you** can identify them wherever they appear in singular or in plural throughout this **policy** booklet. **You** will find their meanings explained in the General definitions section.
- ! Throughout this **policy** booklet, FBD Insurance plc is referred to as '**we**', '**us**' and '**our**'.

## This policy booklet

At FBD Insurance plc, **we** are always striving to refine **our** products and give **you** high standards of protection. **We** may update this **policy** booklet from time to time, to make various changes and to meet different laws and regulations.

When **you** take out **your policy**, **we** will give **you** the latest version of this **policy** booklet, which will apply to **your** insurance contract. If **we** make changes to this **policy** booklet that affect **you** when **you** renew **your** insurance contract, **we** will provide **you** with the updated version alongside **your** renewal documents.

In addition, **we** will provide a summary of any changes **you** need to be aware of under the 'Changes to this **policy** booklet' heading at the end of the booklet.

## Your policy

**Your** insurance **policy** is a contract agreed between **you** and **us**. It is based on:

- the information in **your** completed insurance application documents including **your proposal form** or **statement of fact**, and
- any further **renewal applications** or applications to amend **your** insurance.

**We** detail **your** insurance cover in:

- this **policy** booklet,
- **your schedule**, and
- the **endorsements** that apply to **you**.

**You** should read these as one and keep them in a safe place.

- ! **Endorsements** are written amendments or additions to **your** insurance contract that adjust

**your policy** terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

If **your policy** does not meet **your** requirements in any way, or **you** have any queries, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

**Your** insurance cover is subject to **you** having paid **us**, or having agreed to pay **us**, **your premium**. Cover will apply to **events** that occur:

- within the **territorial limits** defined in **your policy**,
- during the **period of insurance** recorded in **your schedule**.

**Your** insurance cover is subject to the full terms, conditions, exclusions and **limits of liability** recorded in this **policy** booklet, **your schedule**, and the **endorsements** that apply to **you**.

## Your duty of disclosure

**You** must make sure that all information **you** give **us** is true, accurate and complete. The questions and responses recorded in **your**:

- **proposal form** or **statement of fact**,
- **renewal applications**, and
- any further communications with **us**,

will influence **our** acceptance of **your** insurance, **your premium** and the terms and conditions **we** apply.

If there is ever any change in this information or the information recorded in **your schedule** and completed insurance application documents, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

# Introduction to your policy

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If **you** are in any doubt about **our** questions and **your** responses, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Failure to meet this duty

If **you** do not meet this duty carefully and honestly at all times, **you** may face:

- a sudden change in cover, **premium** or terms,
- an invalid or cancelled **policy**,
- no **claim** payment or reduced **claim** payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan or mortgage on **your** insured property.

Further information about **your** duty of disclosure is detailed under condition 1, 'your duty', in the General conditions of this **policy** booklet. Please make sure **you** understand this condition and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Governing law

Unless **we** agree otherwise, the laws and exclusive legal jurisdiction of the Republic of Ireland will apply to **your policy**.

## Complaints

**We** would like to hear from **you** if **you** have a complaint about **our** product or service. If **you** tell **us your** concerns, **we** will try to put matters right and improve **our** service to all **our** customers. If **you** would like to make a complaint, please contact **us**:

- by phone – call 0818 18 18 18,
- in person – call into any of **our** branch offices nationwide, or
- by email – [info@fbd.ie](mailto:info@fbd.ie).

If **you** have arranged **your policy** through a broker and have a complaint about the broker service provided to **you**, please contact **your** broker directly.

If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** may refer **your** case to the:

Financial Services and Pensions Ombudsman,  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: + 353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

## 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.

**Signed for and on behalf of FBD Insurance plc.**



**Sean Kelleher**

Chief Underwriting Officer

# General definitions

- ! **We** have provided the following general definitions, in order to explain some of the common words and phrases **we** use. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural throughout this **policy** booklet.
- ! Some sections of the **policy** booklet may also contain words and phrases with a special meaning, applying only in specific areas of **your policy**. **We** explain this in the **policy** wording wherever it occurs.

## Accident, accidental, accidentally

A sudden and unforeseeable **event** or occurrence which:

- is caused unintentionally,
- is not the result of a pre-existing or a gradually operating cause,

and may give rise to a **claim** under **your policy**.

## Accidental damage

Sudden and unforeseeable **damage** which:

- is caused unintentionally, and
- is not the result of a pre-existing or a gradually operating cause.

! For the definition of **damage**, see below.

## All risks

A type of insurance cover available under **your policy**. It allows **you** to get extra protection for loss of or **accidental damage** to items **you** record in **your schedule**, even when **you** carry the items with **you**, or they are taken away from the **private home**.

These items can include, for example:

- a) electronics such as laptops, mobile/smart phones, cameras,
- b) pedal cycles,
- c) hearing aids, medical aids,
- d) musical instruments,
- e) jewellery, or
- f) other **personal belongings**.

As long as the loss or **damage** is not specifically restricted or excluded under **your policy, all risks** cover will apply up to the **limits of liability** recorded in **your schedule** and in this **policy booklet**.

- ! For further details about the **all risks** cover available under **your policy**, see Section 2–Sports equipment and Section 3–All risks.

## Bank or credit cards

Bank or cash cards issued to **you** or **your family** members including credit, debit or cheque cards.

But excluding gift vouchers.

## Bodily injury

**Accidental bodily injury** including death, disease or illness.

## Building

Unless **we** have specifically agreed otherwise and recorded it in **your schedule**, the **building** or **buildings** will include the following within the boundary of the risk address recorded in **your schedule**, which are used for domestic purposes only:

1. The **private home**, which is
  - built with brick, stone or concrete, and
  - roofed with slates, tiles or other fireproof materials such as concrete, metal (other than corrugated iron) or asphalt.
2. Conservatories, sun rooms, domestic greenhouses or domestic glass houses.

# General definitions

3. All **domestic outbuildings** including domestic garages on the same premises used for domestic purposes.
4. Permanently fitted service tanks, septic tanks, solar panels, domestic wind turbines, electric vehicle charging points.
5. The walls, paths, drives, patios, decking, tennis hard courts, gates, fences and hedges around and forming part of the **private home**.
6. Fixed, permanent and professionally installed or constructed swimming pools, hot tubs, jacuzzis or saunas.
7. Landlord's fixtures and fittings in or on the **private home**.

But excluding:

- caravans, mobile homes, motor homes,
- pergolas, marquees, gazebos or polytunnels.

## Claim

A **claim**, or series of **claims** arising out of, or in connection with, or occasioned by, any one cause, **peril, event** or **accident**, that is covered under **your policy**.

## Contents

! **We** may change the definition of **contents** under **your policy** for certain types of cover or occupancy. If a change applies to **you**, **we** will record this by **endorsement** in **your schedule**. Unless **we** have recorded otherwise in **your schedule**, the following standard **contents** definition will apply:

The following items which are:

- Owned by **you** or any member of **your family** who is permanently living with **you**, or
- for which **you** are legally responsible,

while they are contained within the main **building** or **domestic outbuildings** of the **private home**.

- A. **Valuables** – up to 5% of the **contents sum insured** for any one **valuable**, or 20% of the **contents sum insured** for all **valuables**,
- B. **Personal money** – up to €650,
- C. **Home office equipment** – up to €3,800,

- D. Ride-on lawnmowers – up to €6,500,
- E. All **personal belongings**, and
- F. All other household items.

But excluding:

1. Any item **in the open**, unless **we** have specifically recorded otherwise in the **policy** wording.
2. Property that has other insurance cover in place or any other property unless **we** have recorded it in **your schedule**.
3. Securities including financial certificates such as shares and bonds, certificates, deeds (except for title deeds to a house or property), bills of exchange, promissory notes, securities for money, stamp collections, documents of any kind, manuscripts, medals and coins.
4. Any vehicle requiring insurance under the Road Traffic Act (except for ride-on lawn mowers), their parts, accessories, tools, fitted audio or entertainment systems or navigational aids.
5. Caravans, trailers, watercraft, hovercraft, aircraft or drones (except for non-motorised models), including their parts, accessories, tools, fitted audio or entertainment systems or navigational aids.
6. Any part of the structure, ceilings, timber floors, wallpaper or fitted decorations of the **private home**, its **buildings** or **domestic outbuildings**.
7. Property kept or used for any profession, business or employment (except for **home office equipment**).

## Cooling-off period

All 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** receive **your policy** documents. If **you** cancel **your policy** within the **cooling-off period**, **you** will be charged proportionally for the period **you** were on cover and no other charges will apply.



# General definitions

## Costs and expenses

In connection with any liability insurance provided under Section 1A–Buildings–Property owner’s liability and Section 5–Liability protection:

- a) Any claimant’s legal costs which **you** are legally liable to pay.
- b) All necessary and reasonable costs and expenses, incurred with **our** written agreement, in the investigation and defence of a **claim**.
- c) All legal fees, incurred with **our** written agreement, for legal representation at any Coroner’s inquest or fatal **accident** enquiry.

## Damage

**Accidental** loss, **damage** or destruction.

! This definition does not apply to the general ‘Cyber risks and electronic risks exclusion’ of **your policy**, where **we** have provided a more specific **damage** definition as part of the exclusion wording.

! For the definition of **accidental damage**, see above.

## Domestic employee

Any person providing services to **you** or **your household**, solely to carry out the following private domestic duties in connection with the **private home**:

- Minor repair and maintenance work.
- Painting and decorating.
- Gardening.
- Home help.
- Care work.
- Child-minding.

The definition of **domestic employee** does not include:

- Any non-**domestic employee** working for **you** in the course of the **business**.
- Any independent contractor or their consultants or their employees.
- The carrying out of any construction, reconstruction, structural alteration, demolition or extension works.

## Domestic outbuildings

All **domestic outbuildings** including domestic garages within the boundary of the risk address recorded in **your schedule**, which are used for domestic purposes.

But excluding:

- caravans, mobile homes, motor homes,
- pergolas, marquees, gazebos or polytunnels.

## Endorsement

A written amendment or addition to **your** insurance contract that adjusts **your policy** terms and has priority over the general contract terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

## Environmental impairment

**Environmental impairment** means any loss, **damage** or liability arising directly or indirectly from, or caused by, or contributed to by, or as a result of, or in connection with:

- A. Any activity or actions which have a negative or damaging impact on the environment and which cause or result in, the pollution or contamination of any building, structure, water, land, air or the atmosphere.
- B. Discharge, dispersal, release, escape, spillage, seepage or migration of any form of pollutant or contaminant (or by any other cause, **event** or action, whether **accidental** or not), which causes or results in, the pollution or contamination of any building, structure, water, land, air or the atmosphere, including, but not limited to:
  - nuclear reaction or radioactive waste;
  - toxic waste, chemicals or poison;
  - smoke, vapours, soot or fumes;
  - acids, alkalis, liquids or gases;
  - fertiliser, slurry, slurry lagoon, manure, pesticides, insecticides, herbicides or fungicides;
  - synthetic pyrethroids, cypermethrin or organophosphates;

## General definitions

- waste materials, noxious waste, irritants, impurities or toxins;
- any other emissions, compounds or elements which have the capacity to pollute or contaminate any building, structure, water, land, air or the atmosphere.

This definition will apply whether or not the pollution or contamination:

- occurs in the course of conducting normal and legitimate business activities, or
- occurs naturally, or is man-made, or reproduced, or resurrected, or manufactured, or synthetically developed.

### Event

An **event** or occurrence which may give rise to a **claim** under **your policy**.

### Excess

The part of a **claim** cost that **you** must pay. An **excess** applies to certain **claims** made under **your policy**. The **excess** amounts are recorded in **your schedule**.

! For more information about **excess**, see the 'Excess' heading in the Key information section of this **policy** booklet.

### Flood

The temporary covering of land by water caused directly or indirectly by any of the following:

- storm, tempest, rain,
- flooding from the sea,
- escape of water from any natural or artificial watercourse, lake, reservoir, canal, dam, river, stream, or
- water backing up from any sewer, pipe or drain.

### Heave

Upward movement of the ground beneath a **building** as a result of the soil expanding or swelling.

### Holiday home

A **private home** which is:

- owned by **you** and used by **you** or members of **your family** for personal purposes as a weekend or holiday residence, or
- used for any other purpose to which **we** have agreed and recorded in **your schedule**.

### Home office equipment

The following items which are:

- Owned by **you** or any member of **your family** who is permanently living with **you**, and
- Used by **you** or any member of **your family** who is permanently living with **you** for business or professional purposes,

while they are contained within the main **building** or **domestic outbuildings** of the **private home**.

- Office furniture,
- Computers, laptops, tablets, mobile phones or smart phones,
- Computer monitors, keyboards and processing equipment,
- Printers, fax machines, photocopiers, typewriters,
- Computer-aided design equipment, and
- Telephone equipment.

But excluding:

Any item **in the open**, unless **we** have specifically recorded otherwise in **your policy** wording.

### Indemnity, indemnify

The provision of a protection or payment in the **event** of loss, **damage**, injury or liability.

## General definitions

### Inner limit

A more specific maximum amount that **we** will pay for a certain type of cover, **event** or **claim**, forming part of the **limits of liability** under **your policy**. For full details of all **inner limits** under **your policy**, **you** must read **your** full **policy** documents including this **policy** booklet, **your schedule** and any applicable **endorsements**.

### Insured person

Any person provided with cover under **your policy**.

### In the open

Any property that is not completely enclosed and secured inside the confines of a fully walled and roofed **building** or **domestic outbuilding** within the boundary of the risk address recorded in **your schedule**. For example, if property is in a garden, yard, compound, open-sided **building** or unroofed **building**, **we** will deem it to be **in the open**.

### Landslip

Movement of ground down a slope.

### Limit of indemnity, limit of liability

A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**. **We** may apply different limits under **your policy** in different ways. For example, a **sum insured**, an **inner limit** or a standard cover limit forming part of the specific terms and conditions recorded in this **policy** booklet, **your schedule** and any applicable **endorsements**.

### Motorised or electric vehicle

Any mechanically propelled, motor or electric driven or assisted vehicle, including but not limited to any:

- car, van, truck, lorry, tractor, motor bike, quad bike, golf buggy,
- motorised scooter, e-scooter, hoverboard, segway, monowheel,
- other motorised or electric mobility device, or
- other vehicle requiring insurance under the Road Traffic Act.

### Peril

An **event** detailed in the terms and conditions of **your policy**, which may cause loss or **damage** and give rise to a valid **claim**. For full details about the **perils** that are and are not covered under **your policy**, **you** will need to read **your schedule** and any applicable **endorsements**, together with this **policy** booklet.

### Period of insurance, period of cover

The period for which **we** have accepted **your premium** and agreed to provide insurance to **you** as recorded in **your schedule**, or until **your** cover for the **period of insurance** is expired, lapsed or cancelled.

# General definitions

## Personal belongings

Items and gadgets designed to be worn or carried, including but not limited to luggage, clothing, mobile phones or smart phones, laptops, tablets and other portable handheld devices, provided they are:

- Owned by **you** or any member of **your family** who is permanently living with **you**, and
- Owned by no other person, unless specially included under the terms of **your policy**.

But excluding:

- 1) **Valuables.**
- 2) **Personal money.**
- 3) **Home office equipment.**

## Personal money

Any of the following items belonging to **you** or a member of **your family** permanently living with **you**, or being held by **you** or a member of **your family** permanently living with **you** for charity purposes:

- cash, cheques, money orders, postal orders,
- postage stamps (that are not part of a collection),
- savings stamps and savings certificates,
- premium bonds,
- luncheon vouchers,
- travellers cheques,
- travel tickets,
- phone cards,
- gift vouchers.

But this definition excludes:

- Any **money** held as digital or crypto currency.

## Policy

The contract of insurance agreed between **you** and **us**. The contract is based on **your** completed insurance application including **your proposal form** or **statement of fact** and any further **renewal applications** or applications to amend **your** insurance. The **policy** includes:

- **your schedule**,
- this **policy** booklet,
- any **endorsements** that apply, as recorded in **your schedule**, and
- any other documents or communications **we** send to **you** to form part of **your policy**.

## Premium

The payment **you** are required to give **us** for **your** insurance **policy**.

**!** If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 6 under the General conditions in this **policy** booklet.

## Private home

The **private home** at the risk address recorded in **your schedule**, which is:

- used for domestic purposes by **you** or a member of **your family** as **your** primary residence with up to two paying guests, or
- used for any other purpose to which **we** have agreed and recorded in **your schedule**.

## Proposal form, Statement of fact, Renewal application

The information provided by **you** and the declarations made by **you** at the time the insurance was arranged or renewed. **We** rely on this information when agreeing to offer **you your** contract of insurance and the terms provided under **your policy** for the **period of insurance**.

## Schedule

The document forming part of **your policy**, which records:

- **your** details,
- the insured property,
- **your sums insured**,
- the covers **you** purchased,
- the **period of insurance**, and
- the **endorsements** that apply to **you**.

For full terms and conditions, **you** must read **your schedule** together with this **policy** booklet and any other **policy** documents **we** send to **you**.

## Settlement

Downward movement of the land beneath a **building** as a result of the soil being compressed by the weight of the **building**.

## Subsidence

Downward movement of the land beneath a **building**, except by **settlement**, as a result of the **building's** load.

## Sum insured

A monetary amount recorded in **your schedule**, forming part of the **limits of liability** under **your policy**. In the **event** of a valid **claim**, **you** will be covered up to the **sum insured** as the maximum amount **we** will pay in the **event** of total loss, provided there is not any lower **limit of liability**, **inner limit** or other limitation recorded under the specific terms and conditions of **your policy**.

! It is a condition of **your policy** that **you** keep any **sum insured you** give to **us** at its correct level. To read more about this and how to avoid **underinsurance**, see condition 2 in the General conditions of this **policy** booklet.

## Terms of Business

The document issued to **you** by FBD Insurance and / or FBD Insurance plc, telling **you** how business services will be provided to **you**.

If **you** buy **your policy** from a broker, **you** will need to read **our Terms of Business**, together with the separate terms provided to **you** by **your** broker.

## Territorial limits

The geographical areas or locations detailed in **your policy** wording, inside which **your policy** cover will apply. Outside these geographical areas or locations, **your policy** cover does not apply.

! For information about the **territorial limits** that apply to **your policy**, see the 'Territorial limits' heading under the Key information section in this **policy** booklet.

## Underinsurance, underinsured

**You** are **underinsured** if a **sum insured you** have provided to **us** does not represent the full potential costs of the loss or **damage** that it is intended, under the terms of **your policy**, to cover.

For example, **you** would be **underinsured** if a property **sum insured you** gave to **us**, did not represent the total cost of replacing the insured property, if it were completely lost or destroyed.

If **you** are **underinsured**, **your policy** may not cover full **claim** costs. In addition, **you** may be subject to special **underinsurance** conditions, meaning **you** will only receive a portion of any **claim you** have.

! To read more about keeping **your sums insured** at their correct levels and how **you** can avoid **underinsurance**, see condition 2 in the General conditions of this **policy** booklet.

# General definitions

## Unfurnished

Where the **private home** does not contain furniture, furnishings and appliances for normal daily living purposes such as sleeping, cooking, eating and bathing or showering.

- ! **You** must tell **us** as soon as **you** become aware the **private home** will become **unfurnished**.
- ! It is important to be aware that **we** may not be in a position to accept any **claim you** have in connection with a **private home** that is **unfurnished** or **unoccupied**, unless **you** have specifically told **us** about this and **we** have agreed to cover it.

## Unoccupied

Where the **private home** is not lived in for 45 days in a row or more during any one **period of insurance** by:

- **you**,
- a member of **your family** or **your household**,
- or any other person who has **your** permission to live there.

By 'lived in', **we** mean normal daily activities such as sleeping, cooking, eating and bathing or showering. Regular visits to the home or occasional overnight stays do not count as 'lived in'.

- ! **You** must tell **us** as soon as **you** become aware the **private home** will not be lived in for 45 days in a row or more.
- ! It is important to be aware that **we** may not be in a position to accept any **claim you** have in connection with a **private home** that is **unfurnished** or **unoccupied**, unless **you** have specifically told **us** about this and **we** have agreed to cover it.

## Valuables

The following items which are owned by **you** or any member of **your family** who is permanently living with **you**:

- Items of, or containing, gold, silver or other precious metal,
- jewellery (including costume jewellery),
- furs,
- paintings, works of art, or
- collector items,

unless the items are otherwise excluded under **your policy**.

## Water table

The area of ground beneath the **building**, below which the soil is saturated with water. The level of the **water table** alters with the climate and seasons.

## We, us, our

FBD Insurance plc.

## You, your, yours, yourself, the insured

The person or persons (including bodies corporate) named in **your schedule** to whom the insurance **policy** has been issued, including **your** legal personal representatives (for example, a person who administers the estate of a person who has died).

## Your family

- **Your** spouse or partner permanently living with **you**, and
- **Your** children including adult children, whether they live with **you** or not (unless otherwise specified in the **policy** wording).

## Your household

**You** or any person living permanently at the **private home**.



# Key information

- ! It is important to be aware of the following key information about **your policy**.
- ! If **you** have any questions about **your** cover, the requirements **your policy** places on **you** to avail of cover, or how **we** will manage **your policy** or any **claim you** have, please contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

## Cover we provide

**Your** protection under **our** Home insurance product, depends on **your** circumstances, **your** home and occupancy type, and the level of cover **you** purchase.

The main areas of cover **we** can provide for are outlined below. **Your schedule** will tell **you** which covers are included under **your policy**.

**You** will need to read **your schedule** together with this **policy** booklet for full terms and conditions, including all benefits, **limits of liability**, restrictions and exclusions that apply.

- **Section 1A–Buildings**  
Allows **you** to cover the **buildings** and **domestic outbuildings** of the **private home**, in case of loss or **damage** caused by specific insured **events**.
- **Section 1B–Contents**  
Allows **you** to cover **contents** while in the **main building** or **domestic outbuildings** of the **private home**, in case of loss or **damage** caused by specific insured **events**.
- **Section 2–Sports equipment**  
Allows **you** to get extra protection for loss of or **damage** to a number of unspecified sports equipment items, even when **you** carry the equipment with **you** or take it away from the **private home**.
- **Section 3–All risks**  
Allows **you** to get extra protection for loss of or **damage** to other items of property **you** record in **your schedule**, even when **you** carry them with **you** or they are take them away from the **private home**. These items can include, for example:
  - electronics such as laptops, mobile/smart phones, cameras,
  - pedal cycles,
  - hearing aids, medical aids,
  - musical instruments,
  - jewellery, or
  - other **personal belongings**.

- **Section 4–Personal accident**

Allows **you** to get fixed benefit payments for people **you** name in **your schedule**, in case of specific insured injuries or death.

- **Section 5–Liability protection**

Provides cover in case **you** are found legally liable for **accidental bodily injury** to others or **accidental** loss of or **damage** to their material property.

- **Section 6–Home emergency assistance**

A distinct service by MAPFRE ASSISTANCE Agency Ireland (MAPFRE). It provides **you** with assistance to repair or secure **your** home in an emergency, and to protect **you** from further loss or **damage**.

## Your sums insured

A **sum insured** is a maximum monetary amount **we** will pay under **your policy**, for a certain area of cover. If **you** have a valid **claim**, **you** will be covered subject to **your policy** terms and conditions, for the losses **you** incur. Cover will apply up to the **sum insured**, provided there is not any lower **limit of liability**, **inner limit** or other limitation recorded under **your policy**.

**You** must at all times keep any **sum insured you** give **us**, as recorded in **your schedule**, at a level that is in line with the full potential cost of the loss or **damage** that it is intended, under the terms of **your policy**, to cover.

**You** should check this carefully on a regular basis, including when **you** are taking out **your policy** and each time **you** renew.

- If **your sums insured** calculations are too high – **you** may be paying too much **premium** for the cover **you** require.
- If **your sums insured** calculations are too low – **you** will be **underinsured** and **your policy** may

## Key information

not cover full **claim** costs. In addition, **you** may be subject to special **underinsurance** conditions, meaning **you** will only receive a portion of any **claim you** have.

### ! Underinsurance conditions

Special **underinsurance** conditions are included in this **policy** booklet as part of:

- Section 1A–Buildings, and
- Section 1B–Contents.

Under these conditions, if **your sums insured** at the time of loss or **damage** are not adequate, any **claim** payment **we** make may be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- if **you** have calculated **your** full **sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good loss or **damage** in line with the terms of **your policy** is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this an example only and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.

## Inner limits

An **inner limit** is a more specific maximum amount that **we** will pay for a certain type of cover, **event** or **claim**. Examples included in this **policy** booklet are:

- ! The most **we** will pay under Section 1B–Contents for:
  - Any one **valuable** – is 5% of the **contents sum insured**,
  - All **valuables** – is 20% of the **contents sum insured**,
  - **Personal money** – is €650,
  - **Home office equipment** – is €3,800,
  - Ride on lawnmowers – is €6,500.
- ! The most **we** will pay for the 'Additional benefits' under Section 1A–Buildings or Section 1B–Contents, is the specific limit **we** have detailed for each benefit.

- ! The most **we** will pay under Section 2–Sports equipment for any one item or set of items – is €1,500.
- ! The most **we** will pay under Section 3–All risks for any one item of unspecified **personal belongings** or unspecified **jewellery** – is €1,500.
- ! The most **we** will pay for any liability cover in connection with sudden, identifiable and **accidental environmental impairment** under:
  - Additional benefit '22. Property owner's liability' of Section 1A–Buildings, or
  - Section 5B–Occupier and personal liability, is €130,000.

For full details of all **inner limits** under **your policy**, **you** must read **your** full **policy** documents including this **policy** booklet, **your schedule** and any applicable **endorsements**.

## Keeping your policy up to date

**You** must tell **us** if there is ever any change in the information recorded in **your schedule** and completed insurance application documents, after **your policy** has started. This is to help protect **you**, and to make sure **your policy** cover and **premium** continues to be valid after a change has taken place.

It is important to be aware that once **your policy** has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

- ! A change in the address of the **private home**.
- ! A change in the ownership of the **private home** or if the **private home** is sold or under control of a liquidator or receiver.
- ! A structural change to the **buildings** or **domestic outbuildings** of the **private home**, such as the carrying out of construction, renovation, extension, repair or redecoration (except for minor internal decoration work such as painting and wallpapering).
- ! A change in the occupancy or use of the **private home** including:



# Key information

- if the **private home** is no longer used as **your** primary residence,
- if **private home** is left **unoccupied** or **unfurnished**,
- if **private home** or **domestic outbuildings** are lent, let or sublet, or if there is a change in the number of tenants,
- if the **private home** is used as a **holiday home**,
- if the **buildings** or **domestic outbuildings** of the **private home** are used for business purposes or for the storage of commercial goods.

! The identification of any concerns about the structural integrity or safety of the **buildings** or **domestic outbuildings** of the **private home** by any surveyor or professional tradesperson.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**, in line with condition 1 in the General conditions of this **policy** booklet.

## Excess

An **excess** is the part of a **claim** cost that **you** must pay. **You** are responsible for paying the **excess** amounts recorded in **your schedule** for certain **claim** types.

**Our** standard **excess** amounts relate primarily to **claims** made under:

- Section 1A–Buildings, with the exception of additional benefits,
- Section 1B–Contents, with the exception of additional benefits, and
- The cover option for ‘Accidental damage to contents’.

Higher **excess** amounts will apply to valid **claims** for:

- **subsidence**, **landslip**, ground **heave**, and
- water **damage claims** arising from storm, **flood**, escape of water or **accidental damage**.

If an **excess** applies to any other type of **claim**, **we** will record this in **your schedule**.

### Flexible excess

It may be possible to increase the **excess** amounts under **your policy** to avail of a lower **premium**, or to

reduce the **excess** amounts under **your policy** for a higher **premium**. **You** can talk to **us** about **our** flexible **excess** options when **you** are taking out or renewing **your policy**.

## Territorial limits

If **you** have **buildings** or **contents** cover, this will apply in connection with the **private home** at the risk address recorded in **your schedule**.

If **you** have the ‘contents temporarily removed’ additional benefit, this will provide a limited extension of **your contents** cover, for items while they are temporarily removed from the **private home** to another premises in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands, where **you** or any member of **your family** is temporarily living.

If **you** have the ‘Unauthorised use of bank or credit cards’ additional benefit, this will apply across Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and the continent of Europe, or for up to 60 days during the **period of insurance** in the rest of the world.

For extra protection on items of property **you** carry with **you** or that are taken away from the **private home**, **you** may wish to insure them on an **all risk** basis. **All risks** cover applies in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and the continent of Europe, or for up to 60 days during the **period of insurance** in the rest of the world. **You** can read further details about the **all risks** cover available under **your policy**, in Section 2–Sports equipment and Section 3–All risks, of this **policy** booklet.

If **you** have liability cover, this will apply to valid **claims** in connection with the **private home** at the risk address recorded in **your schedule**, or **you** and members of **your household** who live permanently with **you** at the risk address.

## Unoccupied homes

Your **policy** contains exclusions for any **private home** that is **unfurnished** or **unoccupied**.

- a) We deem a **private home** to be **unfurnished**, if it does not contain furniture, furnishings and appliances for normal daily living purposes such as sleeping, cooking, eating and bathing or showering.
- b) We deem a **private home** to be **unoccupied**, if for 45 days in a row or more during the **period of insurance**, it is not lived in by:
- you,
  - a member of **your family** or **your household**,
  - or any other person who has **your** permission to live there.

By 'lived in', we mean normal daily activities such as sleeping, cooking, eating and bathing or showering.

**!** It is important to be aware that we may not be in a position to accept any **claim you** have in connection with a **private home** that is **unfurnished** or **unoccupied**, unless **you** have specifically told **us** about this in advance and **we** have agreed to cover it.

## Uninsured losses and maintaining your home

Insurance is intended to provide protection against unexpected **events** caused by an insured risk such as fire, storm or theft. It is not intended to cover losses caused by:

- the unavoidable effects of age or time passing,
- wear and tear,
- lack of maintenance,
- faulty **building** workmanship, or
- faulty or defective design or materials.

**You** must maintain **your** property to prevent loss or **damage** caused by uninsured risks.

Examples of losses that are not insured under **your** home **policy** include:

- Storm or **flood damage** to roofs built with torch-on felt over 10 years old, or to roofs built with other felt over 5 years old.
- Property **damage** due to age, faulty workmanship, lack of maintenance or faulty or defective design or materials.
- Water **damage** caused by worn or faulty waterproofing such as seals, flashing, roof tiles or slates in need of repair.
- Losses during bad weather which would not have happened if necessary repairs and maintenance were carried out.

**You** must keep **your** insured property in good condition and protect it and other people from loss or **damage**. **You** must do this in line with condition 3 in the General conditions of this **policy** booklet.

## No claim discount

**Our** home insurance product includes a **no claim** discount. This means that if no **claims** were made under **your policy** over **your** previous **period(s) of insurance**, we will reduce **your premium**. The reduction will be in line with the following scale:

Consecutive period(s) of insurance claims free	No claim discount
One year	20%
Two years	35%
Three years	40%
Four years	45%
Five years	50% (maximum)

**Your** **no claim** discount will not be affected if **you** make a **claim** for:

- Jury service, or
- Home emergency assistance.

If **you** make any other type of **claim**, **your** **no claim** discount will be reduced to zero, unless it is protected by **our** automatic 'step-back no claim discount' protection rules.

## Step-back no claim discount protection

If **your** point on **our** **no claim** discount scale represents two years **claims** free or more, **we** will provide **you** with step-back **no claim** discount protection as standard.

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It will work in following way:

- 1) A single **claim** under **your policy** in the **period of insurance** will result in **your no claim discount** being reduced as follows:
  - 50% back to 35%
  - 45% back to 35%
  - 40% back to 20%
  - 35% back to 20%
- 2) If **you** have more than one **claim** in the same **period of insurance**, **your no claim discount** will reduce to zero.

**!** **Your no claim discount and our step-back no claim discount protection**, will only apply to the level of discount granted under **your no claim discount scale**. **Your cover and the premium we charge** may still be affected due to other factors, including **your claims history**.

## Inflation protection

**We** may adjust one or more of the **sums insured** recorded in **your schedule** for:

- Section 1A–Buildings, or
- Section 1B–Contents,

in line with suitable price indexes or market information that **we** have available to **us**.

This is known as 'indexation' or 'index linking' and is to help protect **you** against inflation.

If **we** apply inflation protection to **your policy**, **we** will record this in **your renewal application** for **you** to review alongside **your sums insured**. It will work in the following way:

- When the index increases a **sum insured**, **we** will base **our** invitation to renew **your policy** on this increase. As a result, **your premium** may also be impacted.
- **You** will need to review **your sums insured** as usual, to make sure the increase is appropriate for **your policy**. If **you** would like to opt-out of the increase or amend **your sums insured** further, **you** will need to contact **us**. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.
- When the index falls, **we** will not reduce the **sum insured** at renewal. Instead, **your sum insured** will remain at the same level, unless **you** adjust it.
- Apart from the **sums insured** **we** apply it to, inflation protection will not impact any other monetary or **inner limits** under **your policy**.

**!** **You** should not rely on **us** applying inflation protection to keep any of **your sums insured** at their correct levels. **We** do not always apply inflation protection. In addition, the reinstatement cost of **your buildings** or value of **your property** may be growing at a different rate. This could be, for example, due to a new extension or property **you** have acquired.

**!** It is a condition of **your policy** that **you** keep **your sums insured** at their correct levels. **You** should make sure **you** understand condition 2 in the General conditions of this **policy** booklet and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.



# General conditions of your policy

- ! **You** need to meet the requirements detailed in **your policy** conditions. If **you** do not, **your policy** cover may not be valid.
- ! The following conditions apply to **your** whole **policy**, in addition to any conditions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your policy** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

**You** or any other person claiming under **your policy** must comply with the following general conditions to avail of the full protection provided by **your policy**. If **you** do not take reasonable care to meet these conditions, **you** may face:

- a sudden change in cover, **premium** or terms,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again, or
- breaking the terms of any relevant loan or mortgage on **your** insured property.

## 1. Your duty

### a) Give us full information when applying for or renewing your policy

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

**Our** questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your premium** and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**.

### b) Always keep your policy up to date

**You** must tell **us** if there is any change in the information recorded in **your schedule** and completed insurance application, after **your policy** has started. **We** will then let **you** know of any change in **your premium** or **policy** terms.

**We** will not cover any of the following changes in risk after **your policy** has started, unless **you** have told **us** about them and **we** have agreed to cover them:

- A change in the address of the **private home**.
- A change in the ownership of the **private home** or if the **private home** is sold or under control of a liquidator or receiver.
- A structural change to the **buildings** or **domestic outbuildings** of the **private home**, such as the carrying out of construction, renovation, extension, repair or redecoration (except for minor internal decoration work such as painting and wallpapering).
- A change in the occupancy or use of the **private home** including:
  - if the **private home** is no longer used as **your** primary residence,
  - if **private home** is left **unoccupied** or **unfurnished**,
  - if **private home** or **domestic outbuildings** are lent, let or sublet, or if there is a change in the number of tenants,
  - if the **private home** is used as a **holiday home**,
  - if the **buildings** or **domestic outbuildings** of the **private home** are used for business purposes or for the storage of commercial goods.

## Your duty – continued

- The identification of any concerns about the structural integrity or safety of the **buildings** or **domestic outbuildings** of the **private home** by any surveyor or professional tradesperson.

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

### c) Keep to the terms of your policy

**You** or any person making a **claim** under **your policy** must take reasonable care to observe and fulfil the terms, provisions, conditions and **endorsements** of **your policy** and anything they reasonably require of **you** for cover to apply.

## 2. Keep your sums insured at their correct levels

**You** must at all times keep any **sum insured you** give **us**, as recorded in **your schedule**, at a level that is in line with the full potential cost of the loss or **damage** that it is intended, under the terms of **your policy**, to cover. **You** should check this carefully on a regular basis, including when **you** are taking out **your policy** and each time **you** renew:

### a) If you insure buildings under Section 1A of your policy

**Your sums insured** should be the current cost of rebuilding as new, all items described within the definition of **buildings**, including any **domestic outbuildings**. It is important that **you** insure **your buildings** for their full rebuilding cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

**Your buildings sums insured** should also include the additional costs outlined under the 'How we will settle your claim' heading in Section 1A–Buildings of this **policy** booklet, such as the cost of site clearance and removing debris

after a loss, architect, surveyor, consulting engineer and necessary legal fees, and any additional costs necessary to meet current building, statutory or local authority regulations.

- ! Rebuilding costs are not the same as the market value of **your** property and property market values should not be used to determine **your buildings sums insured**.
- ! For useful guidance on understanding rebuilding costs, see [www.scsi.ie](http://www.scsi.ie).
- ! In line with the basis of **claim** settlement for **buildings**, timber floors over five years old should not be included in **your building sum insured**, without making a deduction for wear and tear and loss in value.

### b) If you insure contents under Section 1B of your policy

**Your sums insured** should be the current cost of replacing or making good as new, all items described within the definition of **contents** applicable under **your policy**. It is important that **you** insure **your contents** for their full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

**Your contents sums insured** should also account for the settlement factors outlined under the 'How we will settle your claim' heading in Section 1B–Contents of this **policy** booklet, such as the following.

- ! In line with the basis of **claim** settlement and **inner limits** for **contents**:
  - The maximum **we** will pay for:
  - Any one **valuable** – is 5% of the **contents sum insured**.
  - All **valuables** – is 20% of the **contents sum insured**.
  - **Personal money** – is €650.
  - **Home office equipment** – is €3,800.
  - Ride on lawnmowers – is €6,500.
- ! A deduction for wear and tear and loss in value will be made for the following items:
  - 1) Clothing and household linen.
  - 2) Audio, video and computer equipment including television sets and gaming consoles.

### Keep your sums insured at their correct levels – continued

- 3) Ancillary audio and video equipment including CDs, DVDs, records, tapes and software over three years old.
- 4) Floor covering over five years old.

#### c) If you insure a number of unspecified sports equipment items on an all risks basis under Section 2 of your policy

**Your sums insured** for the types of sports equipment detailed in Section 2 should be the current cost of replacing or making good as new those items. It is important that **you** insure a collection of **sports equipment** for its full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

- ! In line with the **inner limits** under Section 2–Sports equipment, the maximum **we** will pay for loss or **damage** to any one item or set of unspecified sports equipment is €1,500.
- ! If any item or set of unspecified sports equipment is of greater value than the **sum insured** recorded in **your schedule** or the €1,500 unspecified single item or set limit, **you** will need to tell **us** if **you** would like to insure these items separately. If **we** agree to cover their full value, **we** will then record them individually in **your schedule** as specified items under Section 3–All risks.

#### d) If you insure individual items of specified property or a number of unspecified items on an all risks basis under Section 3 of your policy

**Your sums insured** for the items recorded in **your schedule** should be the current cost of replacing or making good as new those items. It is important that **you** insure **all risks** items for their full replacement cost and that **you** make any necessary allowances for the possibility of inflation or price increases in the future.

- ! In line with the **inner limits** under Section 3–All risks, the maximum **we** will pay for loss or **damage** to any one item of unspecified **jewellery** or **personal belongings** is €1,500.
- ! If any unspecified item is of greater value than the **sum insured** recorded in **your schedule** or the €1,500 unspecified single item limit, **you** will need to tell **us** if **you** would like to insure the item separately. If **we** agree to cover the full value of this item, **we** will then record it individually in **your schedule** as a specified item.

If **your sums insured** calculations are too high, **you** may be paying too much for **your** insurance. If **your sums insured** calculations are too low, **you** will be **underinsured** and **your policy** may not cover full **claim** costs. In addition, **you** may be subject to special **underinsurance** conditions, meaning **you** will only receive a portion of any **claim** **you** have.

**You** can read more about these conditions where they apply, in the following sections of this **policy** booklet, under the ‘How we will settle your claim’ headings:

- Section 1A–Buildings, and
- Section 1B–Contents.

## 3. Take reasonable care

**You** must at **your** own expense, take all reasonable steps to:

- a) Maintain all **buildings**, fixtures, fittings, furnishings and other insured property in proper repair.
- b) Prevent or reduce the risk of:
  - loss or **damage** to property,
  - **bodily injury**, or
  - nuisance.
- c) Make good any fault or danger as soon as it is discovered and, in the meantime, make sure any additional precautionary action is taken to prevent loss, **damage**, injury or nuisance.
- d) Comply with all statutory laws, regulations and obligations.
- e) Make sure that the physical security of the premises is intact and that all locks on outside gates, doors and windows are working and in use.
- f) Make sure that any fire alarms, smoke detectors, fire prevention systems, intruder alarms or security systems are in working order, properly maintained and used correctly.

**!** Some areas of **your policy** may include more specific conditions **you** must follow to prevent loss, **damage** or injury. **We** include these conditions as part of the relevant **policy** booklet section, or by **endorsement** in **your schedule**, where relevant.

## 4. Survey and risk improvement

**Your policy** is subject to a person **we** appoint being allowed to undertake any risk surveys **we** require in connection with **your policy** cover.

Upon completing a risk survey, **we** may require **you** to undertake risk improvements designed to help protect **you** and others against injury, loss or **damage**.

**You** must implement any risk improvements **we** require within the time **we** set out to **you** in writing, to maintain continuance of **your policy** cover.

## 5. Cancellation of the policy

- a) **We** may cancel **your policy** in line with **our Terms of Business** by sending **you** seven days' notice in writing to **your** last known address.
- b) **You** may cancel **your policy** in line with **our Terms of Business** by sending **us** cancellation instructions in writing.

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

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

If **you** cancel after 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, less any cancellation charge, in line with the **Terms of Business**.

## 6. Pay your premium and keep your payments up to date

**You** must pay all amounts due for the **period of insurance** on time and in full. If **you** do not, **you** will not be covered.

- a) Annual payments: **You** must complete payment of the **premium** amount in full and the payment must be cleared.
- b) Instalments: **You** must complete payment of all **premium** instalments on time and in full, in line with **your premium** payment plan agreement.
- c) Fees and charges: **We** will provide details in **our Terms of Business** of any additional fees and charges **we** apply.

If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 5 in the General conditions of this **policy** booklet.

### 7. Disputes between you and us

If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

- a) the Financial Services and Pensions Ombudsman (FSPO), or
- b) to 'arbitration', a process using an independent person known as an 'arbitrator' to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the Complaints heading of this **policy** booklet, in the 'Introduction to your policy'.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as if **you** have agreed not to pursue it.





# General exclusions of your policy

- ! Exclusions are **events** and **claims** that **we** will not cover under **your policy**.
- ! The following exclusions apply to **your whole policy**, in addition to any exclusions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your policy** exclusions. If **you** have any questions about an exclusion, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

No cover is provided under **your policy** for any of the following. If any part of any exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

## 1. Radioactive contamination exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, contributed to by or arising from:

- ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of any nuclear installation, reactor or other nuclear assembly;
- any weapon, tool or device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force, material or matter;
- any radioactive, toxic, explosive or other dangerous, or hazardous or contaminating properties of any radioactive material or matter.

## 2. Sonic bangs exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from pressure waves caused by aircraft or

other aerial or spatial devices travelling at sonic or supersonic speeds.

## 3. Consequential loss exclusion

In the **event** of loss or **damage** covered by this **policy we** will not pay for any consequential financial loss.

## 4. Date recognition exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which arises directly or indirectly from, or is traceable to, the failure or inability of any:

- electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, **computer equipment**, telecommunication or systems or any similar device; or
- media or systems used in connection with any of the foregoing, whether **your** property or not:
  - to correctly recognise any date as its true calendar date;
  - to capture, save, retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;

### Date recognition exclusion – continued

- iii) to capture, save, retain, or correctly process any data as a result of the operation of any command which has been programmed into any computer software as a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This exclusion will not apply to any subsequent **damage** which may arise from any such failure where the loss or **damage** is otherwise covered under the terms of this **policy**.

## 5. Cyber risks and electronic risks exclusion

- ! In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.
- ! If **you** have concerns that **you** are susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting **yourself**.
- ! **You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

### 1. Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'general definitions' of this **policy** booklet.

- a) **Computer(s)** includes but is not limited to, any computerised or electronic:  
  
system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository;

microchip; integrated circuit or similar device (in **computer** equipment or non-**computer** equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by **you** or not.

- b) **Consequential Loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or business activities, regardless of whether or not such loss has occurred due to loss or **damage** to any property, any **computers** or any **data**, whether owned by **you** or not.
- c) **Damage** or **Damaged** means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical **damage** to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical **damage**, is partial or total or temporary or permanent in nature.
- d) **Data** includes but is not limited to (whether used in connection with a business or not):
  - i) any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and
  - ii) any **computer** associated input or output.
- e) **Denial of service attacks** means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of **computer** or electronic networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to:
  - i) the generation of excess traffic into network addresses;
  - ii) the exploitation of system or network weaknesses;
  - iii) the generation of excess or non-genuine traffic between and amongst networks.

### Cyber risks and electronic risks exclusion – continued

- f) **Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives **data**, whether owned by **you** or not.
- g) **Liability** means any amount (including all **costs and expenses**) that **you** are held legally liable to pay:
- i) for death, **bodily injury** (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or illness or disease; or
  - ii) for loss or **damage** to material property or for any type of financial loss (including fines and penalties); or
  - iii) for defamation, or libel or for any breach of data protection legislation,
- to any person, or group of people (whether employed by **you** or not), or to any institution, business organisation, firm, company or club.
- h) **Malicious or damaging Code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect **computer** programs, **data** files or operations whether involving self-replication or not. A malicious or damaging code can include but is not limited to:
- i) **computer** viruses, worms, Trojan horses, malicious **data** files or similar mechanisms; and
  - ii) any form or variation of phishing; and
  - iii) internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

#### 2. What is not insured?

This **policy** does not provide any cover for any loss, **damage**, cost, expense, **consequential loss** or **liability** in respect of, or to, any **computer** or **data**, whether owned by **you** or not, where such loss, **damage**, cost, expense, **consequential loss** or **liability** is directly or indirectly caused by,

contributed to by, arises from, or is occasioned by, or results from, any of the following:

- a) the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious or damaging code**;
- b) **hacking** or **denial of service attacks**;
- c) temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;
- d) a deliberate malicious act by or at the direction of:
  - i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
  - ii) **you** or to which **you** have consented;
  - iii) any person representing **you**, or by a service provider **you** have engaged, or by any of **your family** or **your household**.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

- a) does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by **you** in connection with **your** personal or business activities;
- b) does not provide any cover in respect of any cost or expense incurred in:
  - i) retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any **data**;
  - ii) re-inputting any **data** on any **computer**;
  - iii) reinstalling or upgrading any **computer** or **data** software.
- c) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

#### 3. Exceptions to this exclusion

Subject to the terms, exceptions, exclusions, provisions, limitations and conditions of this **policy**, the provisions of this Cyber Risks Exclusion will not apply in the following instance:

### Cyber risks and electronic risks exclusion – continued

Provided:

- a) there is a section under this **policy** which provides cover for physical loss of or physical **damage** to property; and
- b) that section is operative at the time any physical loss or physical **damage** occurs; and
- c) **your** property is insured under that section of this **policy** against physical loss or physical **damage** which is directly caused by the occurrence of any of the insured risks stated below,

**we** will **indemnify you** in respect of physical loss or physical **damage** to **your** property which is directly subsequent to the occurrence of any of the events outlined in 2 a) to 2 d) above, which has been directly caused by the occurrence of any of the following insured risks:

- a) Fire, explosion, lightning, thunderbolt and earthquake.
- b) Aircraft and other aerial devices for example satellites or articles dropped from them.
- c) Storm and **flood**, but excluding:
  - i) Loss or **damage** caused by frost, **subsidence** or **landslip**.
  - ii) Loss or **damage** to fences, gates and hedges.
  - iii) Loss or **damage** to roofs built with torch-on felt more than ten years old or other felt more than five years old.
  - iv) Loss or **damage** by anything that happens gradually.

The most that **we** will pay to **you** in respect of anyone loss or **claim** or series of **claims** arising from one **event** or original cause, is the amount that the lost or **damaged** property is insured for under this **policy** or the **inner limit** that applies to such physical loss or physical **damage** or item or items of property.

### 6. War exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is caused by or which is a direct consequence of war, invasion, act of foreign enemy, hostilities or armed conflict (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 7. Terrorism exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury directly or indirectly caused by, contributed to by or arising from:

- a) An act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress, or in any way relating to an act of terrorism.

**We** define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b) Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

For the purposes of this exclusion **we** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials of any kind.

If **we** claim by reason of this general exclusion, that any loss, **damage**, cost or expense consequential loss, financial loss, liability or injury of any kind, is not covered by this **policy you** must prove otherwise.

### 8. Sanctions exclusion

**We** will not provide cover and will **we** not make any payment or provide any service or benefit to **you** or any other party entitled to **indemnity** under this **policy** to the extent that such cover, payment, service, benefit and/or any business or activity **you** are involved in would violate any applicable trade or economic sanctions, laws, regulations, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or otherwise to sanction laws or regulations to which Irish citizens or businesses are bound or required to comply with.

### 9. VAT (Value Added Tax) exclusion

To the extent that **you** are accountable to the tax authorities for value added tax, all **claims** payable under this **policy** shall be exclusive of value added tax.

### 10. Fracking exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, fracking or any other form of hydraulic fracturing.

### 11. Government order exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury, of any kind, which is directly or indirectly caused by:

- confiscation,
- detention,
- destruction,
- nationalisation,
- requisition, or
- enforcement,

on the order of any government, or any government agency, or any public authority, or any foreign power, or any country.

### 12. Currency fluctuations exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss or liability of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, any fluctuations of any currency.

### 13. Radon exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, radon gas or any other naturally occurring gas which can **damage** or be harmful to property, or humans or animals.

### 14. Mica exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, mica or any other similar minerals, sulphides, contaminants or impurities which can cause defects in **buildings** and **building** materials.

### 15. Pyrite exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, pyrite or any other similar minerals, sulphides, contaminants or impurities which can cause defects in **buildings** and **building** materials.

### 16. Failure to comply with any law, legislation or regulation exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from **your** fraudulent or intentional or reckless breach or disregard of any law, legislation or regulation which **you** are legally required to comply with.

### 17. Illegal substances and illegal crops exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from the growing, or cultivation or storage of any illegal substances or illegal plants or crops.

### 18. Data protection regulations breaches exclusion

We will not pay for any **claim**, fines, penalties, punitive damages or exemplary damages which are levied or imposed on **you** under any legal authority for non-compliance with or for a breach of any data protection legislation or the infringement or breach of any person or groups legal or constitutional rights.

### 19. Communicable viruses and diseases exclusion

! In line with the following communicable viruses and diseases exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

#### 1. What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

- a) the substance or agent includes, but is not limited to:
  - a virus, bacterium, parasite or other organism;
  - or any variation or mutation of these, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to:
  - airborne transmission;
  - bodily fluid transmission;
  - transmission from or to any surface or object, solid, liquid or gas;
  - transmission between organisms, and
- c) the virus, disease, substance or agent can:
  - cause or threaten **damage** to human health or human welfare; or
  - cause or threaten **damage** to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lymes Disease, Salmonellosis, brucellosis or any mutation or variation;

### Communicable viruses and diseases exclusion – continued

- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals, fowl and poultry).

#### 2. What is not insured?

Any loss, **damage**, financial loss, cost, expense, liability or **claim** of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a) any communicable virus or disease, or
- b) the fear or threat (whether actual or perceived) of a communicable virus or disease, or
- c) any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or
- d) the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or attempt to cause another person or persons to contract a communicable virus or disease,

regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, financial loss, cost, expense, liability or **claim**.

### 20. Virtual currencies exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss or liability that **you** incur in respect of or to any virtual currency, including but not limited to, crypto-currencies and crypto-tokens. **We** will also not pay for any loss, **damage**, cost, expense, consequential loss, financial loss or liability that **you** incur which is caused by or which results from the fluctuation in value or reduction in value of any virtual currency.

### 21. Commercial wind turbines exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability, or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from commercial wind turbines or their accessories, or their services or ancillary equipment.

### 22. Genetically modified crops and organisms exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from:

- a) the research into, testing of, production or supply of any genetically modified crop or genetically modified organism, where any loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury may be attributed directly or indirectly to the genetic characteristics of such crop or organism.
- b) the presence of any genetically modified crops or organisms in any animal feeds or food products for human consumption.

### 23. Excess

An **excess** is the part of a **claim** cost that **you** must pay. **Excesses** apply to certain types of **claims**. The **excesses** that apply to **your policy** are recorded in **your schedule**. In the **event** of a valid **claim** under **your policy**, **we** will, after **we** have applied all other **policy** terms, conditions, limitations, exclusions and exceptions, reduce any amount that **we** are liable to pay in respect of the **claim** by the amount of the relevant **excess** that is applicable to **your policy**.

### 24. Wear and tear, loss in value or gradually operating cause exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which is directly or indirectly caused by, contributed to by, arises out of, or is occasioned by or results from:

- a) Wear, tear, rust or corrosion.
- b) Gradual loss in value or deterioration or anything that happens or occurs gradually over a period of time, including **damage** caused by gradual water **damage** from faulty seals or grouting.
- c) Domestic pets.
- d) Mildew, fungus, rising damp or dry or wet rot.
- e) Moths, vermin or insects of any kind.
- f) Any process of heating, drying, cleaning, decorating, alteration, repair or misuse.
- g) The action of light or atmospheric or weather conditions not specifically insured by this **policy**.
- h) Electrical or mechanical breakdown or derangement.

### 25. Deliberate or existing damage exclusion

**We** will not pay for any loss or **damage** caused on purpose by any member of **your family** or **your**

**household** or which occurred or started to occur prior to the inception or start date of this insurance **policy**.

### 26. Faulty or defective workmanship, design or materials exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, arising out of, as a consequence of, or in connection with:

- a) Faulty or defective workmanship or design, or the use of faulty or defective materials, or any loss or **damage** resulting from them.
- b) Inadequate drains, drainage systems or inadequate foundations.

### 27. Deception exclusion

**We** will not pay for any loss or **damage** to any property where the property was obtained by any person using any form of payment which is found to be fake, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

### 28. Losses caused by works being carried out exclusion

**We** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, arising out of, as a consequence of, or in connection with any construction, structural alteration, reconstruction, restoration, repair, demolition or extension works at, in or on the **private home** or **domestic outbuildings** or within the boundary of the site on which the **private home** is located, as set out in the land registry folio or title deeds.



### 29. Shortage of utility supplies exclusion

**We** will not pay for any loss, **damage**, liability, **claim**, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to by, or arising out of or in connection with:

- i) any deliberate or intentional act of a supply undertaking in withholding, cutting off, interrupting, rationing or restricting the supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service, or
- ii) the inability of a utility supplier to continue to provide or maintain their service or supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service,

due to any shortage or the unavailability or the interruption of, or the fear or threat (whether actual or perceived) of any shortage, unavailability or interruption (whether permanent or temporary or total or partial in nature) of any supplies, materials, fuels, services, machinery, equipment or systems (including but not limited to computer systems) that the utility supplier requires to enable them to operate their business and supply the utility that they manufacture, or produce, or create, or supply, or provide to **you**.



# Claims conditions

- ! **You** need to meet the **claims** requirements detailed in **your policy**. If **you** do not, **your claim** may not be valid.
- ! The following conditions apply to any **claim** made under **your policy**, in addition to any **claims** conditions **we** have detailed in specific areas of **your policy**.
- ! It is important that **you** read and understand **your claims** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18.

**You** or any other person claiming under **your policy** must comply with the following **claims** conditions to avail of the full protection provided by **your policy**.

**You** must give **us** any information or assistance **we** require in line with these conditions and must never act fraudulently in any way.

If **you** do not take reasonable care to meet these **claims** conditions, **you** may face:

- a refusal to deal with **your claim**,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again,
- breaking the terms of any relevant loan or mortgage on **your** insured property.

## 1. Your obligations

### a) Tell us about any event which could lead to a claim

**You** must tell **us** within 48 hours after **you** become aware of any **event** which may lead to a **claim** under **your policy**, or any possible prosecution or inquest which may give rise to liability under **your policy**. **You** must do this whether a **claim** will be made or not. Call 0818 18 18 18.

### b) Do not indicate responsibility

**You** must not admit or deny responsibility for any **claim** made against **you**, or make any offer, agreement, negotiations, or promise of payment or reimbursement, without **our** prior consent.

### c) Report to An Garda Síochána if necessary

After **you** become aware of any **event** of theft, attempted theft, vandalism, or any other

malicious and deliberate act, **you** must make a report within 24 hours to:

- An Garda Síochána, or
- The relevant police authority with jurisdiction where the **event** occurs.

**You** must also let these authorities give **us** any information or help **we** may need.

### d) Protect against further loss or damage

**You** must carry out and allow any emergency action to be taken which may be reasonably practical to:

- reduce loss,
- prevent further **damage** or injury, and
- minimise any interruption to or interference with the **business**.

### e) Get our approval for repairs

**You** must not go ahead with any repairs (except for emergency repairs to limit **damage** or injury) without **our** approval. Where emergency repairs are carried out, **you** must keep any **damaged** property for **our** inspection.

### f) Forward correspondence

As soon as **you** receive it and without answering it, **you** must:

- Send **us** any letter, **claim**, legal proceedings, summons, or other notice in connection with any **event**.
- Send **us** any letter or communication from the Personal Injuries Assessment Board (PIAB).

## Your obligations – continued

### g) Give us any information we need

Within 30 days\* after an **event**, or within any further period as **we** may allow, **you** must give **us** at **your** own expense:

- Full information about the **claim** including:
  - any property or parts of it that are lost or **damaged**, and
  - the cause.

These details must be as accurate as is reasonably possible.

- An estimate of the monetary amount of loss or **damage** taking into account the reinstatement cost of any property at the time of the loss.
- Details of any other insurance covering the property or liability insured by **your policy**.
- Receipts, invoices, valuations, evidence of ownership or financial loss and any further proof of **your claim** as **we** may reasonably require.
- If requested, a declaration of the truth of the **claim** and of any matter related to it.

\*The period within which **you** must deliver this information is 7 days if **you** have a **claim** for injury, loss or **damage** caused by riot, civil commotion, strikers, locked-out workers, people taking part in labour disturbances or malicious acts.)

### h) Assist us during the claims process

**You** must give **us** any further help, assistance, cooperation or information as **we** may reasonably require during the **claims** process.

## 2. Discharge of liability

### a) Insured persons

If **we** have to make a payment to more than one **insured person** in the **event** of a **claim**, the maximum amount **we** will pay regardless of the number of people insured, will be the specific **limit of indemnity** recorded in this **policy** booklet or **your schedule**, including any applicable **endorsements**.

! A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**. **We** may apply different limits under **your policy** in different ways. For example, a **sum insured**, an **inner limit**, or a standard cover limit forming part of the specific terms and conditions recorded in this **policy** booklet, **your schedule** and any applicable **endorsements**.

### b) Single contract

For the purposes of **your sums insured**, the **limits of indemnity** and any other restrictions on the amount of **our** liability, **we** will treat **you** and all other persons with the right to cover under **your policy** as one party or legal entity. This means there will be only a single contract of insurance, that is, a contract between:

- **us** as one party, and
- **you** and all other persons with the right to **indemnity** as the other party.

### c) Costs and expenses

**We** may at any time pay the **limit of indemnity** or the **limit of liability** or the **sum insured** (after the deduction of any sum already paid), or any lesser amount for which a **claim** can be settled. If **costs and expenses** are payable in addition to the **limit of indemnity**, **we** will be liable only for **costs and expenses** incurred before the date **we** pay the settlement amount. **We** will then treat the **claim** as closed and have no further liability.

## 3. Our rights in the event of a claim or recovery

### a) To salvage

We will be entitled to:

- Enter or take possession of the **buildings** where the loss or **damage** occurred, and
- Access or take possession of any **insured property**,

at any time during the course of a **claim**.

This condition will not make **us** responsible for **your** property or impact on any other condition under the **policy** that applies to **you** or **us**.

**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 legal proceedings in **your** name, or in the name of any other **insured person**. This may be to defend, settle or prosecute 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 **insured person**, to recover any payment **we** have made under **your policy**, at **our** own expense.

### d) To your cooperation

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

### e) Reinstatement

If **we** choose or become obliged to reinstate or replace any property, **you** must at **your** own expense, produce and give to **us** all such plans, documents, books and information as **we** may reasonably require.

We will not be obliged to reinstate exactly or completely, but only as circumstances allow and in a reasonable manner. We will not in any case be bound to spend more than the **sums insured** or **limits of indemnity** on any insured item.

## 4. Fraud

**You** must not act in a fraudulent way. No cover will apply:

- if **you** or any person entitled to cover under **your policy** makes a **claim** knowing it to be false or fraudulent in any way, or
- if **damage** is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf.

We may keep **your** full **premium** if **your policy** is cancelled due to fraud.

## 5. Compensation fund

If at the time any **claim** arises under **your policy** there is a compensation fund in place covering the same liability, loss or **damage**, **we** will not be liable to make any payment under **your policy**.

## 6. Other insurance or contribution

If at the time any **claim** arises under this **policy** there is any other insurance covering the same loss, **damage** or liability, **we** will only pay **our** proportional share of any loss, **damage**, cost or expense.

## 7. VAT (Value Added Tax) exclusion

To the extent that **you** are accountable to the tax authorities for value added tax, all **claims** payable under this **policy** shall be exclusive of value added tax.

# COVER SECTIONS





## Section 1A–Buildings

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give us at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is buildings cover?

The purpose of this section is to cover the **buildings** and **domestic outbuildings** within the boundary of the risk address recorded in **your schedule**, in case of loss or **damage** caused by specific insured **perils**. A **peril** is an **event** detailed in the terms and conditions of **your policy**, which may cause loss or **damage** and give rise to a **claim**.

For full details about the **perils** that are and are not covered under **your policy**, **you** will need to read **your schedule** and any applicable **endorsements**, together with this **policy** booklet.

Further details of the cover provided by Section 1A–Buildings, if it is insured under **your policy**, are outlined below.

At **our** option, **we** will rebuild, repair, replace or make a payment in the **event** of loss or **damage** to **your buildings**, arising from a valid **claim**.



## Cover

**We** will cover the **buildings** of the **private home** including any **domestic outbuildings** in the **event** of loss or **damage** caused by any of the following **perils** (1 to 13), unless cover for the **peril** is specifically excluded under **your policy**. If **we** exclude a **peril** from **your policy**, **we** will record this by **endorsement** in **your schedule**.

### Perils:

✓ What is covered?	✗ What is not covered?
1. Fire, explosion, lightning, thunderbolt, earthquake	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> </ul>
2. Smoke	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by smog, agricultural or industrial work or by anything that happens gradually.</li> </ul>

✓ What is covered?	✗ What is not covered?
<p><b>3. Aircraft and other aerial devices for example satellites or articles dropped from them</b></p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> </ul>
<p><b>4. Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism</b></p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> to boundary walls, paths, drives, patios, decking, tennis hard courts, swimming pools, hot tubs, jacuzzis, saunas, conservatories, domestic greenhouses, domestic glass houses, solar panels, domestic wind turbines, electric vehicle charging points, gates, fences and hedges around and forming part of the <b>private home</b>.</li> <li>Loss or <b>damage</b> caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> </ul>
<p><b>5. Theft or attempted theft</b></p>	<ul style="list-style-type: none"> <li>The <b>excess</b>.</li> <li>Loss or <b>damage</b> caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>Loss or <b>damage</b> where a <b>building</b> or any part of it is lent, let or sublet, unless force and violence has been used to get into or out of the <b>building</b>.</li> </ul>

 What is covered?	 What is not covered?
<p><b>6. Storm, flood</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by frost, <b>subsidence</b> or <b>landslip</b>.</li> <li>• Loss or <b>damage</b> to fences, gates and hedges.</li> <li>• Loss or <b>damage</b> to roofs built with torch-on felt more than 10 years old, or to roofs built with other felt more than five years old.</li> <li>• Loss or <b>damage</b> caused by anything that happens gradually.</li> <li>• Loss or <b>damage</b> to basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the '<b>water table</b>').</li> </ul>
<p><b>7. Breaking or falling of television and radio aerials, satellite dishes, aerial fittings and masts</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> to the aerial, satellite dish or mast itself and any fittings attached to it.</li> </ul>
<p><b>8. Escape of water from any fixed water or heating installation or domestic appliance</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> to any part, installation or appliance from which the water leaked as a result of wear, tear or gradual deterioration.</li> <li>• Loss or <b>damage</b> caused by water leaking from shower units and baths through faulty seals and grouting.</li> <li>• Loss or <b>damage</b> caused by <b>subsidence</b>, ground <b>heave</b>, <b>landslip</b>, wet or dry rot.</li> <li>• Loss or <b>damage</b> caused by storm or <b>flood</b>.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> </ul>



✓ What is covered?	✗ What is not covered?
<p><b>9. Leaking of oil from any fixed oil installation</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> to any part or appliance from which the oil leaked as a result of wear, tear or gradual deterioration.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Any costs incurred without <b>our</b> written agreement. <b>We</b> have the right at all times to appoint a suitable expert or contractor of <b>our</b> own choice.</li> </ul>
<p><b>10. Impact with any of the buildings by any road vehicle or animal</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by any domestic pets owned by or under the control of <b>you</b> or a member of <b>your family</b> or <b>your household</b>.</li> </ul>
<p><b>11. Falling trees or parts of trees</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by the felling or lopping of trees carried out by <b>you</b> or on <b>your</b> behalf.</li> <li>• Loss of or <b>damage</b> to fences, gates and hedges.</li> </ul>

<span style="color: white;">✓</span> What is covered?	<span style="color: white;">✗</span> What is not covered?
<p><b>12. Subsidence, landslip or ground heave</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by coastal, river or lake erosion.</li> <li>• <b>Damage</b> caused by bedding down of any <b>buildings</b> or the <b>settlement</b> of made-up ground or landfilled sites.</li> <li>• Loss or <b>damage</b> if <b>you</b> know that any of the property on the site has already been <b>damaged</b> by land movement and <b>you</b> have not told <b>us</b> about it.</li> <li>• Loss or <b>damage</b> arising from faulty or defective workmanship or design, the use of faulty or defective materials or inadequate drains, drainage systems or inadequate foundations.</li> <li>• <b>Damage</b> arising from the movement of solid floors or floor slabs, unless the foundation of the outside walls is <b>damaged</b> at the same time and by the same cause.</li> <li>• Loss or <b>damage</b> arising from structural alterations, demolition, repairs or extensions to <b>buildings</b>.</li> <li>• Loss or <b>damage</b> to:               <ul style="list-style-type: none"> <li>○ swimming pools, hot tubs, jacuzzis, saunas, domestic greenhouses, domestic glass houses, solar panels, domestic wind turbines, electric vehicle charging points, terraces, patios, decking, drives, footpaths, boundary walls, gates or fences, drainage pipes, waste pipes or sewers,</li> </ul>               unless the main <b>building</b> of the <b>private home</b> is also <b>damaged</b> at the same time.             </li> </ul>



 What is covered?	 What is not covered?
<p><b>13. Accidental damage to the main building of the private home.</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss of or <b>damage</b> to <b>domestic outbuildings</b>.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Loss or <b>damage</b> while any part of the <b>private home</b> is lent, let or sublet, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Loss or <b>damage</b> caused by wear and tear or gradual deterioration, domestic pets, insects, vermin, corrosion, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, electrical or mechanical breakdown.</li> <li>• Loss or <b>damage</b> caused by or resulting from faulty workmanship or design or the use of faulty or defective materials.</li> <li>• Loss or <b>damage</b> caused by scratching, scraping or denting.</li> <li>• Loss or <b>damage</b> arising from structural alterations, demolition, repairs or extensions to the <b>buildings</b>.</li> <li>• Loss or <b>damage</b> excluded or limited under <b>perils</b> 1 to 12 of Section 1A–Buildings, or any other relevant exclusion or limitation in <b>your policy</b>.</li> </ul>

## Additional benefits

We will provide **you** with the following additional benefits separately to **your buildings sum insured**, unless the benefit is excluded under **your policy**. If **we** exclude additional benefits from **your policy**, **we** will record this by **endorsement** in **your schedule**. The **excess** amounts under **your policy** will not apply to **claims** arising solely and directly under these additional benefits.

✓ What is covered?	✗ What is not covered?
<p><b>14. Underground pipes and cables</b></p> <p>We will pay up to 5% of the <b>buildings sum insured</b> for <b>accidental damage</b> to underground pipes and cables servicing and extending from the <b>private home</b> to the public mains and for which <b>you</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>Loss or <b>damage</b> occurring more than 15 metres from the <b>private home</b>.</li> </ul>
<p><b>15. Accidental breakage of fixed glass and sanitary fittings</b></p> <p>We will pay up to €1,300 for the <b>accidental</b> breakage of:</p> <ul style="list-style-type: none"> <li>fixed glass in windows, doors, fanlights, conservatories, sun rooms, domestic greenhouses or domestic glass houses,</li> <li>fixed washbasins, pedestals, baths, sinks, splash backs, shower trays, bidets, lavatory pans, cisterns and similar sanitary fixtures.</li> </ul>	<ul style="list-style-type: none"> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> </ul>
<p><b>16. Alternative accommodation</b></p> <p>If the <b>private home</b> cannot be lived in because of <b>damage</b> caused by an insured <b>peril</b> (1 to 13) of Section 1A-Buildings, <b>we</b> will pay the reasonable necessary costs <b>you</b> incur for similar alternative accommodation for <b>you</b> and members of <b>your family</b> or <b>your household</b> permanently living at the <b>private home</b>.</p> <p>We will pay this benefit only for the period necessary to reinstate the <b>buildings</b> of the <b>private home</b>, up to a maximum of 20% of <b>your buildings sum insured</b>.</p>	<ul style="list-style-type: none"> <li>Costs which <b>you</b> incur without <b>our</b> written permission.</li> <li>Costs which arise from delays caused by or directly relating to incorrect planning or other permissions attaching to the <b>buildings</b> at the time of the loss.</li> <li>Costs which arise from the rebuilding work being unreasonably delayed by <b>you</b> or any person acting on <b>your</b> behalf.</li> <li>Alternative accommodation costs arising where the <b>private home</b> is not being used as <b>your</b> primary place of residence.</li> <li>Alternative accommodation for visitors, paying guests, <b>domestic employees</b> or pets.</li> <li>Any <b>event</b> that is not insured under <b>perils</b> 1 to 13 of Section 1A-Buildings.</li> </ul>

✓ What is covered?	✗ What is not covered?
<p><b>17. Trace and access</b></p> <p>We will pay up to €650 for any one <b>claim</b>, to remove or replace any part of the <b>buildings</b> if this is necessary to repair any fixed household water or heating installation which has caused an escape of water or oil.</p>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> to any part or appliance from which the water or oil leaked.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Loss or <b>damage</b> arising while any works of repair, reconstruction or replacement are being carried out.</li> </ul>
<p><b>18. Purchaser's interest</b></p> <p>If <b>you</b> are selling the <b>private home</b>, the buyer or contracting purchaser will, with <b>your</b> permission, have the benefit of any valid <b>claim</b> for loss or <b>damage</b> caused by an insured <b>peril</b> (1 to 13) of Section 1A–Buildings.</p> <p>This benefit will only apply:</p> <ul style="list-style-type: none"> <li>• subject to <b>you</b> having entered into a contract to sell the <b>private home</b>,</li> <li>• up to the date of the completion of the sale.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> if the <b>buildings</b> are already insured under any other <b>policy</b>.</li> <li>• Any <b>event</b> that is not insured under <b>peril</b> 1 to 13 of Section 1A–Buildings.</li> </ul>
<p><b>19. Fire brigade charges</b></p> <p>We will pay fire brigade charges up to €2,000, as part of a valid <b>claim</b> for loss of or <b>damage</b> to <b>buildings</b> caused by an insured <b>peril</b> (1 to 13) of Section 1A–Buildings.</p>	<ul style="list-style-type: none"> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 13 of Section 1A–Buildings.</li> </ul>

 <b>What is covered?</b>	 <b>What is not covered?</b>
<p><b>20. 24 Hours MAPFRE 'Find a tradesperson' helpline</b></p> <p>The MAPFRE ASSISTANCE Agency Ireland (MAPFRE) 'Find a tradesperson' helpline service is a 24 hour, 365 days-a-year service. MAPFRE will connect <b>you</b> to their network of tradespersons including plumbers, electricians, glaziers, locksmiths or roofers to help <b>you</b> in an emergency. This service can be contacted on <b>0818 478 478</b>.</p> <p><b>You</b> are responsible for all costs, expenses or fees which arise from the use of this helpline. However, if the cost is covered as part of a valid <b>claim</b> under <b>your policy</b>, <b>we</b> will repay the cost to <b>you</b> as part of the <b>claim</b> settlement.</p>	<p><b>We</b> provide this phone service to help <b>you</b> but cannot be responsible for any:</p> <ul style="list-style-type: none"> <li>• expense (except those expenses covered under <b>your policy</b>), or</li> <li>• indirect loss or legal liability for loss or <b>damage</b> to property or people,</li> </ul> <p>whether it arises from a delay in, or from any act or omission in the provision of the service.</p>
<p><b>21. Oil clean-up expenses</b></p> <p><b>We</b> will pay reasonable necessary oil clean-up expenses up to €1,300 for any one <b>claim</b>, if the expenses are caused by an escape of oil from any fixed domestic installation.</p>	<ul style="list-style-type: none"> <li>• Expenses incurred in cleaning up landscape.</li> <li>• Loss or <b>damage</b> which occurs while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Expenses for which a <b>claim</b> is made elsewhere under this or any other insurance <b>policy</b>.</li> </ul>

## ✓ What is covered?

### 22. Property owner’s liability

We will provide **you** with cover for amounts **you** legally have to pay in **your** capacity as owner of the **private home** for:

- 1) **Accidental** death of or **bodily injury** to or illness of any person.

But excluding:

- a) any member of **your family** or **your household**, or
- b) **your domestic employees** or employees of a member of **your family** or **your household**.

- 2) **Accidental damage** to material property.

But excluding any property belonging to or in the charge of or under the control of:

- a) **you**,
- b) any member of **your family** or **your household**, or
- c) **your domestic employees** or employees of a member of **your family** or **your household**.

We will also pay:

- the **costs and expenses** that any person making a **claim** against **you** is entitled to recover, and
- any **costs and expenses** that **you** incur to which **we** have agreed in writing.

The most **we** will pay under additional benefit 22. ‘Property owner’s liability’ for:

- any one **claim**, or
- any series of **claims** arising out of any one **event** or original cause,

is €2,600,000, inclusive of all **costs and expenses**.

In the **event** of **your** death, **we** will provide cover to **your** legal personal representatives for **your** liabilities as long as they accept the exclusions and limitations under **your policy** and take reasonable care to observe and fulfil the terms, and conditions of **your policy** in so far as they apply.

## ✗ What is not covered?

No cover is provided under Additional benefit 22. Property owner’s liability for any of the following:

- 1) Any liability or **claim** for **bodily injury** or **damage** to material property which is covered under Section 5A–Liability to domestic employees or Section 5B–Occupier and personal liability.
- 2) Any liability or **claim** for which an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **limit of indemnity**, **limit of liability** or **inner limit**.
- 3) Any liability or **claim** for any fines, penalties or non-compensatory damages of a penal nature including but not limited to aggravated, exemplary, punitive, nominal or liquidated damages.

- 4) Any liability or **claim** for any loss, cost, expense, financial loss, court award or for compensation in any circumstances where a person has not sustained **bodily injury** or where a person has not sustained loss of or **damage** to their material property.
- 5) Any liability relating to any contract or agreement assumed by **you** which would not have attached to **you** in the absence of the contract or agreement.
- 6) Any liability or **claim** for **bodily injury** or **damage** to third party property covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee under the Road Traffic Acts.
- 7) Any liability or **claim** relating to:
  - a) Contracts not fulfilled properly or efficiently or in accordance with the contract terms, exceptions and conditions.
  - b) Any breach of contract.
  - c) Any penalty under any contract.
- 8) Any liability or **claim** arising out of, or in connection with, or in relation to:
  - a) The possession, use or occupation of the **private home** recorded in **your schedule** or the possession, use or occupation of any other land, buildings or structures.
  - b) The ownership of any land, buildings or structures other than the **private home** recorded in **your schedule**.
- 9) Any liability or **claim** for **bodily injury** or **damage** to material property caused by, arising from or in connection with any passenger lift, elevator or escalator unless it is inspected and serviced and where necessary, repaired, in compliance with any statutory requirements.
- 10) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with exposure to magnetic, electric or electromagnetic fields, or radiation.
- 11) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with **environmental impairment** or pollution or contamination of any building, structure, water, land, air or atmosphere unless it is directly and solely caused by: a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place at a specific time and place during the currency of this insurance **policy** subject to:
  - a) **we** will consider all **environmental impairment** or pollution or contamination which arises out of one incident or **event** to have happened at the time the incident or **event** took place; and
  - b) **our** liability for all damages and **costs and expenses** will not exceed €130,000 in respect of any one incident, **event** or **claim**.

Other than the cover provided by the above-stated exception, for the avoidance of doubt, **we** will not provide cover for any liability or pay for any **claim** in respect of, but not limited to, the following:

  - c) Any alleged or imminent threat of **environmental impairment** or pollution or contamination.
  - d) Any **environmental impairment** or pollution or contamination of any kind, type or form:
    - i) which occurred or started to occur prior to the inception or start date of this insurance **policy**;
    - ii) to protected species and natural habitats that has adverse effects on reaching or maintaining the favourable conservation status of such habitats or species;
    - iii) to water that adversely affects the ecology, or the chemical status (the quality of the water) or the quantitative status (the amount of water) or the ecological potential, of the water;
    - iv) of land that creates a risk of human health being adversely affected as a result of the direct or indirect introduction, in, on or under land, of substances, preparations, organisms or micro-organisms;



- v) whether directly or indirectly caused by, arising from, as a consequence of or in connection with:
    - i. any landfill or the handling of waste materials for a third party;
    - ii. the collection, storage, transportation, processing or application of industrial, commercial or human waste or of any associated or derived waste by-products;
    - iii. any activity which requires a waste permit or licence under environmental or local authority regulations;
    - iv. the spraying of crops, plants, trees, hedges or weeds;
    - v. the supply of water from any water wells;
  - vi) which is not directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place, in its entirety, at a specific time and place;
  - vii) which happens gradually over a period of time;
  - viii) which cannot be traced to, or attributed to the occurrence of a specific incident or **event** that occurred at a specific time and date;
  - ix) which is caused by or arises from either directly or indirectly, any:
    - i. criminal, illegal, wilful reckless, malicious act;
    - ii. deliberate or intentional act or omission, reckless misconduct or intentional disregard;
- by **you** or by anyone on **your** behalf.
- e) Any loss, cost, expense, consequential loss, financial loss, court award or compensation in connection with any request, demand, order or statutory or regulatory requirement that **you** test, monitor, clean up, remove, dispose, contain, control, treat, detoxify, remediate or neutralise, or in any way respond to, or assess the effects of any **environmental impairment** or pollution or contamination.
  - f) Any loss, cost, expense, consequential loss or financial loss in connection with the repair, replacement, reinstatement, improvement, supplementation or upgrade of any property owned by **you**, or belonging to **you**, or in **your** custody or control or owned, or belonging to or in the custody and control of any members of **your family** or **your household**. **You** should not construe, nor is any inference to be taken, that the provision of this clarification means that this section of the **policy** automatically covers **your** liability for **bodily injury** or loss of or **damage** to third party material property.
  - g) Any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages, contractual penalties or compensation in connection with any incident, **event** or occurrence or any alleged or imminent threat of **environmental impairment** or pollution or contamination.
  - h) In any circumstances, any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages or compensation for non-compliance with, or for breach of, any European Union Environmental Liability regulations or directives or of any law, permit, notice, order or instruction of any governmental authority or body.
- 12) Any liability or **claim** relating to the cost of remedying any defect or alleged defect in any lands, buildings, or structures.
- 13) Any liability or **claim** directly or indirectly caused by, or arising from, or in consequence of, or in any way involving asbestos, asbestos fibres, asbestos dust, or asbestos derivatives but this exclusion does not apply to **bodily injury** or **accidental** loss of or **damage** to material property caused by any part of the **building** that contain asbestos where the mere presence of asbestos is not in itself a direct cause of the **bodily injury** or **accidental** loss of or **damage** to material property.
- 14) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any item or property which is not included in the **building** definition, including but not limited to:
- a) any **motorised or electric vehicle**,
  - b) any mechanically propelled plant or mechanically propelled equipment,

## Additional benefits – Property owner’s liability

- c) any semi-trailer or trailer (whether or not it is attached to any mechanically propelled vehicle, or mechanically propelled plant or mechanically propelled equipment),
  - d) any type of aircraft or craft or device designed to travel through air or space,
  - e) any hovercraft, boat, sailboard or any other type of watercraft or vessel of any kind,
  - f) any commercial wind turbine or commercial power generating equipment of any kind, or
  - g) any form of caravan or mobile home.
- 15) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with any profession, trade, business or the use of any **building** or any part of any **building** as a commercial store.
- 16) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with any construction, structural alteration, reconstruction, restoration, repair, demolition or extension works.
- 17) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any aspect of the felling or lopping or shredding or disposal of trees.
- 18) Any liability or **claim** directly or indirectly caused by, or arising out of, or as a consequence of, or in connection with any wilful, malicious, deliberate or reckless act committed by **you** or any member of **your family** or **your household** or by anyone who is lawfully in the **private home**.
- 19) Any liability or **claim** for **bodily injury** to **you** or any member of **your family** or **your household** or for loss of or **damage** to material property owned by or in the custody or control of **you** or any member of **your family** or **your household**.

### **!** Additional conditions

#### Inflation protection

**We** may adjust one or more of the **sums insured** recorded in **your schedule** for Section 1A–Buildings, in line with suitable price indexes or market information that **we** have available to **us**.

This is known as ‘indexation’ or ‘index linking’ and is to help protect **you** against inflation.

If **we** apply inflation protection to **your policy**, **we** will record this in **your renewal application** for **you** to review alongside **your sums insured**. It will work in the following way:

- When the index increases a **sum insured**, **we** will base **our** invitation to renew **your policy** on this increase. As a result, **your premium** may also be impacted.
- **You** will need to review **your sums insured** as usual, to make sure the increase is appropriate for **your policy**. If **you** would like to opt-out of the increase or amend **your sums insured** further, **you** will need to contact **us**. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.
- When the index falls, **we** will not reduce the **sum insured** at renewal. Instead, **your sum insured** will remain at the same level, unless **you** adjust it.
- Apart from the **sums insured** **we** apply it to, inflation protection will not impact any other monetary or **inner limits** under **your policy**.

**!** **You** should not rely on **us** applying inflation protection to keep any of **your sums insured** at their correct levels. **We** do not always apply inflation protection. In addition, the reinstatement cost of **your buildings** or value of **your property** may be growing at a different rate. This could be, for example, due to a new extension or property **you** have acquired.

**!** It is a condition of **your policy** that **you** keep **your sums insured** at their correct levels. **You** should make sure **you** understand condition 2 in the General conditions of this **policy** booklet and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

#### Reinstatement of cover after a claim

**We** will not reduce **your sums insured** or **our limits of liability** by the amount of loss or **damage** involved in any **claim** under Section 1A–Buildings, as long as:

- **You** continue to pay any additional **premium** **we** require, and
- Neither **you** nor **we** give notice to the contrary.

As a result, if these conditions are met, **your** cover under Section 1A–Buildings, will be automatically reinstated after a **claim**.

## How we will settle your claim

### How we will settle your claim

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

1. At our option, we will rebuild, repair, replace or make a payment in the **event** of loss or **damage** to any **buildings** of the **private home** including **domestic outbuildings** covered under **your policy**.
2. We will also pay, within the **sum insured**, for the necessary and reasonable costs:
  - a) To demolish, dismantle, remove debris and shore up the **buildings**.
  - b) For architect, surveyor, consulting engineer and legal fees which we have agreed are necessary to reinstate the **buildings**.
  - c) To comply with any government, local authority, **building** or other statutory regulations, so as far as they apply only to the **damaged** parts of the **buildings**.

But excluding:

- Any **excess**.
- Any costs to which we have not agreed in writing.
- Any costs or fees incurred in preparing any **claim** under **your policy**.
- Any additional costs incurred in complying with any **building** or other regulations which **you** have not included in **your buildings sum insured**, but for which notice was issued before the loss or **damage** occurred.

Where notice of any **building** or other regulation was issued after the loss or **damage** occurred, we will disregard any additional costs incurred in complying with these regulations for the purposes of determining if the **buildings** are **underinsured**.

#### New for old cover

! 'New for old cover' means **you** will be covered to replace lost or **damaged** property with new property of equivalent value following a valid **claim**. It works as follows.

We will settle a valid **claim** for **buildings** without subtracting an amount for wear and tear or loss in value if:

- a) at the time of loss, in line with general condition 2 of this **policy** booklet, **your buildings sum insured** represents the full cost of rebuilding the **buildings** and **domestic outbuildings** of the **private home** in the same size and condition as new, including all necessary rebuilding costs detailed under this 'How we will settle your claim' heading,
- b) the **buildings** have been kept in good repair,
- c) the rebuilding or repair work is carried out as soon as reasonably possible, and
- d) the rebuilding or repair work is completed according to the scope and cost agreed by **us**.

#### Exclusion

New for old cover will not apply to timber floors over five years old, for which we will subtract an amount for wear and tear and loss in value

#### Damage to flooring

In the **event** of **damage** to flooring, we will only pay the cost of repairing or replacing the **damaged** part of the flooring or floor covering.

If it is not possible to match the undamaged area, we will pay the cost to replace the flooring or floor covering in the room or area where the **damage** occurred. We will not pay to replace undamaged floor covering in adjoining rooms or areas.

#### Matching pairs, sets or suites

We will only pay the cost of an individual **damaged** item, even if it forms part of a pair or set, or part of a suite of furniture or sanitary ware, or forms part of a common design.

We will not pay for the undamaged companion pieces or the full value of the pair or set or suite as a unit.

#### Retention

We may hold back a percentage of the agreed **claim** amount for the **buildings** until the rebuilding or repair work is complete.

## How we will settle your claim

- i) If the **claim** settlement amount is less than €40,000, the amount retained is 5% of the **claim** settlement amount.
- ii) If the **claim** settlement amount is €40,000 or more, the amount retained is 10% of the **claim** settlement amount.

**We** will pay this amount once **we** are satisfied that the works have been completed according to the scope and cost agreed and a final invoice is submitted.

**We** will give a reasonable time period for completion of the rebuilding or repair works and receipt of the final invoice. **We** will outline this time period in writing and it is usually three months. **We** will send **you** a reminder before this time period expires. **We** may consider an extension of this time period in certain circumstances.

If **we** do not receive a final invoice and satisfactory confirmation that the works have been completed according to the scope and cost agreed, within the agreed time period, **we** will close the **claim** file. **We** will then view the **claim** as having been settled in full.

### Limit of liability

The most **we** will pay for loss of or **damage** to **buildings**, is the **sum insured** recorded in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

The most **we** will pay for any additional benefit is the specific limit **we** have detailed for the benefit under the 'Additional benefits' heading of Section 1A-Buildings.

If **your buildings sum insured**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

#### Underinsurance condition

If **your sums insured for buildings** at the time of loss or **damage**, are less than 85% the full potential cost to make good the property, as arrived at in line with the basis of **claim** settlement for **buildings** under this 'How we will settle your claim' heading, any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- If **you** have calculated **your sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good the property is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.



## Section 1B-Contents

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give **us** at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is contents cover?

The purpose of this section is to cover **contents** while contained within the main **building** or **domestic outbuildings** of the **private home**, in case of loss or **damage** caused by specific insured **perils**. A **peril** is an **event** detailed in the terms and conditions of **your policy**, which may cause loss or **damage** and give rise to a **claim**.

Unless **we** have specifically recorded otherwise in the **policy** wording, **we** will not provide any cover for items of **contents** while they are **in the open**.

For full details about the **perils** that are and are not covered under **your policy**, **you** will need to read **your schedule** and any applicable **endorsements**, together with this **policy** booklet.

Further details of the cover provided by Section 1B-Contents, if it is insured under **your policy**, are outlined below.

At **our** option, **we** will reinstate, repair, replace or pay an amount in the **event** of loss or **damage** to **contents**, arising from a valid **claim**.

## Cover

**We** will cover **contents** in the **event** of loss or **damage** occurring in the main **building** or **domestic outbuildings** of the **private home**, caused by any of the following **perils** (1 to 13), unless cover for the **peril** is specifically excluded under **your policy**. If **we** exclude a **peril** from **your policy**, **we** will record this by **endorsement** in **your schedule**. Unless **we** have specifically recorded otherwise in the **policy** wording, **we** will not provide any cover under Section 1B-Contents, for items of **contents** while they are **in the open**.

### Perils:

✓ What is covered?	✗ What is not covered?
1. Fire, explosion, lightning, thunderbolt, earthquake	<ul style="list-style-type: none"> <li>• The excess.</li> </ul>

✓ What is covered?	✗ What is not covered?
<p><b>2. Smoke</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by smog, agricultural or industrial work or by anything happening gradually.</li> </ul>
<p><b>3. Aircraft and other aerial devices for example satellites or articles dropped from them</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> </ul>
<p><b>4. Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> </ul>
<p><b>5. Theft or attempted theft</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by <b>you</b> or any person lawfully in the <b>buildings</b>.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Loss or <b>damage</b> where the <b>building</b> or part of it is lent, let or sublet, unless force and violence is used to get into or out of the <b>building</b>.</li> </ul>

<span style="color: white;">✓</span> What is covered?	<span style="color: white;">✗</span> What is not covered?
<p><b>6. Storm, flood</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by frost, <b>subsidence</b> or <b>landslip</b>.</li> <li>• Loss or <b>damage</b> caused by anything that happens gradually.</li> <li>• Loss or <b>damage</b> to <b>contents</b> in basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the '<b>water table</b>').</li> </ul>
<p><b>7. Breaking or falling of television and radio aerials, satellite dishes, aerial fittings and masts.</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> to the aerial, satellite dish or mast itself and any fittings attached to it.</li> </ul>
<p><b>8. Escape of water from any fixed water or heating installation or domestic appliance</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> to any part, installation or appliance from which the water leaked as a result of wear, tear or gradual deterioration.</li> <li>• Loss or <b>damage</b> caused by water leaking from shower units and baths through faulty seals and grouting.</li> <li>• Loss or <b>damage</b> caused by <b>subsidence</b>, ground <b>heave</b>, <b>landslip</b>, wet or dry rot.</li> <li>• Loss or <b>damage</b> caused by storm or <b>flood</b>.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> </ul>
<p><b>9. Leaking of oil from any fixed oil installation</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> to any part or appliance from which the oil leaked as a result of wear, tear or gradual deterioration.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Any costs incurred without <b>our</b> written agreement. <b>We</b> have the right at all times to appoint a suitable expert or contractor of <b>our</b> own choice.</li> </ul>







<span style="background-color: #008000; color: white; padding: 2px;">✓</span> What is covered?	<span style="background-color: #808080; color: white; padding: 2px;">✗</span> What is not covered?
<p><b>10. Impact with any of the buildings by any road vehicle or animal</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• Loss or <b>damage</b> caused by any domestic pets owned by <b>you</b> or under <b>your</b> control or owned by or under the control of a member of <b>your family</b> or <b>your household</b>.</li> </ul>
<p><b>11. Falling trees or parts of trees</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• All loss or <b>damage</b> unless the <b>buildings</b> are <b>damaged</b> at the same time.</li> </ul>
<p><b>12. Subsidence, landslip or ground heave</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b>.</li> <li>• All loss or <b>damage</b> unless the <b>buildings</b> are <b>damaged</b> at the same time.</li> </ul>



## Additional benefits



We will provide **you** with the following additional benefits separately to **your contents sum insured**, unless the benefit is excluded under **your policy**. If we exclude additional benefits from **your policy**, we will record this by **endorsement** in **your schedule**. The **excess** amounts under **your policy** will not apply to **claims** arising solely and directly under these additional benefits.



✓ What is covered?	✗ What is not covered?
<p><b>13. Contents temporarily removed</b></p> <p>We will pay up to 15% of <b>your contents sum insured</b> for loss of or <b>damage</b> to <b>contents</b> caused by an insured <b>peril</b> (1 to 12) of Section 1B–Contents, while the <b>contents</b> are temporarily removed from the main <b>building</b> or <b>domestic outbuildings</b> of the <b>private home</b> to another premises where <b>you</b> or any member of <b>your family</b> are temporarily living in:</p> <ul style="list-style-type: none"> <li>• Ireland,</li> <li>• Northern Ireland,</li> <li>• Great Britain,</li> <li>• the Isle of Man, or</li> <li>• the Channel Islands.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of <b>personal money</b>.</li> <li>• <b>Damage</b> caused by storm or <b>flood</b> to property <b>in the open</b>.</li> <li>• Theft or attempted theft unless force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> <li>– a building where <b>you</b> or <b>your family</b> are temporarily living, or</li> <li>– in the case of student accommodation, a locked room.</li> </ul> </li> <li>• Property which is insured under another <b>policy</b> of insurance or travel insurance policy.</li> <li>• Property removed for repair, sale or exhibition.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 12 of Section 1B–Contents.</li> </ul>
<p><b>14. Visitor or employee personal belongings</b></p> <p>We will pay up to €1,300 for any one <b>event</b> of loss or <b>damage</b> to the <b>personal belongings</b> of any:</p> <ul style="list-style-type: none"> <li>• visitor to the <b>private home</b>, or</li> <li>• <b>domestic employee</b>,</li> </ul> <p>provided the loss or <b>damage</b>:</p> <ul style="list-style-type: none"> <li>• occurs in the main <b>building</b> of the <b>private home</b>, and</li> <li>• is caused by an insured <b>peril</b> (1 to 12) of Section 1B–Contents.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> to <b>personal belongings</b> occurring <b>in the open</b>.</li> <li>• Loss of or <b>damage</b> to <b>personal money</b> or stamps.</li> <li>• Loss of or <b>damage</b> to the <b>contents</b> of paying guests.</li> <li>• Loss or <b>damage</b> if the property is insured elsewhere.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 12 of Section 1B–Contents.</li> </ul>

 <b>What is covered?</b>	 <b>What is not covered?</b>
<p><b>15. Fixed entertainment equipment</b></p> <p>We will pay up to €2,000 for any one <b>event of accidental damage</b> to television sets, audio, video and home computer equipment, provided:</p> <ul style="list-style-type: none"> <li>the <b>damage</b> occurs in the main <b>building</b> of the <b>private home</b>,</li> <li>the equipment is not designed to be portable, and</li> <li><b>you</b> are legally responsible for the equipment or it belongs to <b>you</b> or a member of <b>your family</b> who is permanently living with <b>you</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>Loss or <b>damage</b> caused by wear and tear, electrical or mechanical breakdown or misuse.</li> <li>Loss or <b>damage</b> caused during any process of cleaning, maintenance, repair or taking apart.</li> <li>Loss or <b>damage</b> to records, tapes, cassettes, discs, software and data carrying devices.</li> </ul>
<p><b>16. Glass breakage</b></p> <p>We will pay up to €1,300 for any one <b>claim</b> to repair:</p> <ul style="list-style-type: none"> <li>broken mirrors,</li> <li>fixed glass broken in furniture, or</li> <li>fixed glass broken in ceramic hobs,</li> </ul> <p>caused by <b>accidental damage</b> occurring in the main <b>building</b> or <b>domestic outbuildings</b> of the <b>private home</b>.</p>	<ul style="list-style-type: none"> <li>Loss of or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>Loss of or <b>damage</b> to glass in pictures, clocks and similar articles and glass ordinarily carried by hand.</li> </ul>
<p><b>17. Door locks replacement</b></p> <p>We will pay up to €1,200 for any one <b>claim</b> to cover the cost of replacing:</p> <ul style="list-style-type: none"> <li>external door locks in the <b>private home</b> or any <b>domestic outbuilding</b>,</li> <li>any domestic safe, or</li> <li>any burglar alarm key switch,</li> </ul> <p>if the keys (or keyless entry devices) have been lost, <b>damaged</b> or stolen and cannot be recovered.</p>	<ul style="list-style-type: none"> <li>Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>Loss or <b>damage</b> to the locks of any gates.</li> </ul>

 <b>What is covered?</b>	 <b>What is not covered?</b>
<p><b>18. Unauthorised use of bank or credit cards</b></p> <p>We will pay up to €650 for any one <b>claim</b> to cover financial loss incurred by:</p> <ul style="list-style-type: none"> <li>• <b>you</b>, or</li> <li>• any member of <b>your family</b> permanently living with <b>you</b>,</li> </ul> <p>arising from the unauthorised use of personal cheques or any <b>bank or credit cards</b> anywhere in:</p> <ul style="list-style-type: none"> <li>• Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and the continent of Europe, or</li> <li>• for up to 60 days during the <b>period of insurance</b>, in the rest of the world.</li> </ul>	<ul style="list-style-type: none"> <li>• Unauthorised use by a member of <b>your family</b> or <b>your household</b>.</li> <li>• Losses where the conditions of the <b>credit card</b> issued were not complied with.</li> <li>• Losses not reported to the card provider and An Garda Síochána within 24 hours of being discovered.</li> <li>• Any losses which are recoverable from <b>your</b> card provider.</li> </ul>
<p><b>19. Contents in the open</b></p> <p>We will pay up to €650 for loss of or <b>damage</b> to <b>contents in the open</b> caused by an insured <b>peril</b> (1 to 12) of Section 1B-Contents, while the <b>contents</b> are within the boundary of the site on which the <b>private home</b> stands.</p>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 12 of Section 1B-Contents.</li> </ul>
<p><b>20. Loss of domestic heating oil or gas</b></p> <p>We will pay up to €650 for loss of domestic heating oil or gas as a result of loss or <b>damage</b> caused by an insured <b>peril</b> (1 to 12) of Section 1B-Contents.</p>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 12 of Section 1B-Contents.</li> </ul>

 <b>What is covered?</b>	 <b>What is not covered?</b>
<p><b>21. Wedding presents</b></p> <p><b>We</b> will increase <b>your contents sum insured</b> by 20% for a period of 30 days before and 30 days after the wedding day of:</p> <ul style="list-style-type: none"> <li>• <b>you</b>, or</li> <li>• any member of <b>your family</b> permanently living with <b>you</b>,</li> </ul> <p>to cover wedding presents while contained in the main <b>building</b> or <b>domestic outbuildings</b> of the <b>private home</b>.</p> <p>This benefit will only apply to dates occurring during the <b>period of insurance</b> and will not require <b>you</b> to pay an additional <b>premium</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Expenses for which a <b>claim</b> is made elsewhere under this or any other insurance policy.</li> </ul>
<p><b>22. Christmas presents</b></p> <p><b>We</b> will increase <b>your contents sum insured</b> by 20% for a period of 30 days before and 30 days after Christmas day each year, to cover Christmas presents while contained in the main <b>building</b> or <b>domestic outbuildings</b> of the <b>private home</b>.</p> <p>This benefit will only apply to dates occurring during the <b>period of insurance</b> and will not require <b>you</b> to pay an additional <b>premium</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Expenses for which a <b>claim</b> is made elsewhere under this or any other insurance policy.</li> </ul>
<p><b>23. Jury service</b></p> <p><b>We</b> will pay €25 for each day that <b>you</b> or <b>your</b> spouse or partner permanently living with <b>you</b> in the <b>private home</b> attends jury service in any law court in the Republic of Ireland. But <b>we</b> must receive written proof.</p> <p>The most <b>we</b> will pay under this benefit for any one <b>claim</b> is €650.</p> <p><b>Your</b> no <b>claim</b> discount will not be affected if <b>you</b> make a <b>claim</b> for jury service.</p>	

 <b>What is covered?</b>	 <b>What is not covered?</b>
<p><b>24. Title deeds</b></p> <p>We will pay up to €1,000 for any one <b>claim</b> to cover the cost of preparing new title deeds to the <b>buildings</b> insured under <b>your policy</b> if they are lost or <b>damaged</b> by any of the <b>perils</b> insured under <b>your policy</b> while:</p> <ul style="list-style-type: none"> <li>• in the <b>private home</b>, or</li> <li>• with <b>your</b> bank, building society or solicitor for safe-keeping.</li> </ul>	
<p><b>25. Death benefit for you or your spouse or partner</b></p> <p>We will pay a once off benefit of €30,000 in the <b>event</b> of:</p> <ul style="list-style-type: none"> <li>• <b>your</b> death, or</li> <li>• the death of <b>your</b> spouse or partner permanently living with <b>you</b> in the <b>private home</b>,</li> </ul> <p>if the death occurs from outward, visible and violent injury directly caused by:</p> <ul style="list-style-type: none"> <li>• fire in the <b>private home</b>, or</li> <li>• burglars or intruders within the boundary walls of the <b>private home</b>.</li> </ul>	
<p><b>26. Tenant liability</b></p> <p>If under a written contract <b>you</b> are responsible for:</p> <ul style="list-style-type: none"> <li>• the <b>private home</b>, and / or</li> <li>• landlord's fixtures and fittings,</li> </ul> <p><b>we</b> will pay up to 10% of <b>your contents sum insured</b> in the <b>event</b> of a valid <b>claim</b> for loss or <b>damage</b> to the <b>private home</b> or landlord's fixture and fittings, caused by any of the insured <b>perils</b> (1 to 9) of Section 1B-Contents.</p>	<ul style="list-style-type: none"> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 9 of Section 1B-Contents.</li> </ul>
<p><b>27. Fire brigade charges</b></p> <p>We will pay fire brigade charges up to €2,000, as part of a valid <b>claim</b> for loss of or <b>damage to contents</b> caused by an insured <b>peril</b> (1 to 12) of Section 1B-Contents.</p>	<ul style="list-style-type: none"> <li>• Charges for the same <b>event</b>, where a <b>claim</b> is made under Additional benefit 19 of Section 1A-Buildings of <b>your policy</b>.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 12 of Section 1B-Contents.</li> </ul>

 <b>What is covered?</b>	 <b>What is not covered?</b>
<p><b>28. Loss of food in a fridge or freezer</b></p> <p><b>We</b> will pay up to €500 for any one <b>claim</b> to cover the cost of loss, destruction or <b>damage</b> to food stored in a fridge or freezer, if it is caused by:</p> <ul style="list-style-type: none"> <li>• a rise or fall in temperature, or</li> <li>• contamination from refrigerant or refrigerant fumes.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss, destruction or <b>damage</b> arising from a deliberate act by <b>you</b> or any person acting on <b>your</b> behalf.</li> <li>• Loss, destruction or <b>damage</b> arising from <b>your</b> power supply being cut-off, withheld, rationed or restricted by the electricity supplier or power supply authority, in the absence of any loss of or <b>damage</b> to the power supply station, equipment, infrastructure or network.</li> <li>• Loss or <b>damage</b> occurring while the <b>private home</b> is <b>unfurnished</b> or <b>unoccupied</b>, unless otherwise agreed by <b>us</b> and recorded in <b>your schedule</b>.</li> </ul>
<p><b>29. Alternative accommodation</b></p> <p>If the <b>private home</b> cannot be lived in because of <b>damage</b> caused by an insured <b>peril</b> (1 to 12) of Section 1B-Contents, <b>we</b> will pay the reasonable necessary costs <b>you</b> incur for similar alternative accommodation for <b>you</b> and members of <b>your family</b> or <b>your household</b> permanently living at the <b>private home</b>.</p> <p><b>We</b> will pay this benefit only for the period necessary to reinstate the <b>buildings</b> of the <b>private home</b>, up to a maximum of 20% of <b>your home contents sum insured</b>.</p>	<ul style="list-style-type: none"> <li>• Costs for the same <b>event</b>, where a <b>claim</b> is made under Additional benefit 16 of Section 1A-Buildings of <b>your policy</b>.</li> <li>• Costs which <b>you</b> incur without <b>our</b> written permission.</li> <li>• Costs which arise from delays caused by or directly relating to incorrect planning or other permissions attaching to the <b>buildings</b> at the time of the loss.</li> <li>• Costs which arise from the rebuilding work being unreasonably delayed by <b>you</b> or any person acting on <b>your</b> behalf.</li> <li>• Alternative accommodation costs arising where the <b>private home</b> is not being used as <b>your</b> primary place of residence.</li> <li>• Alternative accommodation for visitors, paying guests, <b>domestic employees</b> or pets.</li> <li>• Any <b>event</b> that is not insured under <b>perils</b> 1 to 12 of Section 1B-Contents.</li> </ul>

## Optional cover

- ! The following cover for **accidental damage to contents** contained within the main **building** of the **private home**, will only apply to **your policy** if **you** have chosen to purchase it and it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! If **you** would like cover **accidental damage** to any item of **contents** while it is outside the main **building** of the **private home**, **you** may wish to insure it on an **all risks** basis. For further details about the **all risks** cover available under **your policy**, see Section 2-Sports equipment and Section 3-All risks.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

## Accidental damage to contents

### ✓ What is covered?

**We** will extend the insurance in force under Section 1B-Contents, to include cover for **accidental damage to contents** occurring within the main **building** of the **private home**, excluding **events** occurring **in the open** or within any **domestic outbuilding**.

The **limits of liability** applicable to Section 1B-Contents, will also apply to any **claim** made for **accidental damage to contents** under this benefit.

### ✗ What is not covered?

No cover is provided for **accidental damage to contents** in the main **building** of the **private home**, for any of the following.

- The **excess**.
- Loss or **damage** occurring **in the open** or within any **domestic outbuilding**.
- Loss or **damage** occurring while the **private home** is **unfurnished** or **unoccupied**, unless otherwise agreed by **us** and recorded in **your schedule**.
- Loss or **damage** to any item that is not included in the definition of **contents** under **your policy**.
- Loss of or **damage** to any item occurring while it is outside the main **building** of the **private home**, unless it is otherwise covered under Section 2-Sports equipment, or Section 3-All risks.
- **Damage** to glass, earthenware, china items or brittle items.
- Loss or **damage** arising from wear and tear, gradual deterioration, action of light or weather (other than storm), moths, vermin, any process of cleaning, maintaining, repairing, dyeing or restoring, or mechanical or electrical defect, breakdown, taking apart, or misuse.
- **Damage** or corruption of data or computer programs.
- Chewing, scratching, tearing or fouling by pets.
- Loss or **damage** excluded or limited under **perils 1 to 12** of Section 1B-Contents, any other additional benefit of Section 1B-Contents, or any other relevant exclusion or limitation in **your policy**.
- **Damage** to:
  - a) Jewellery, watches,
  - b) furs,
  - c) musical instruments, records, tapes, cassettes, discs,
  - d) software, data carrying devices,



## Optional cover - Accidental damage to contents

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- e)** cameras, camcorders,
- f)** contact lenses, spectacles, hearing aids,
- g)** mobile phones or smart phones,
- h)** sporting guns,
- i)** food, drink, or
- j)** plants.

### **!** Additional conditions

#### Inflation protection

**We** may adjust one or more of the **sums insured** recorded in **your schedule** for Section 1B–Contents, in line with suitable price indexes or market information that **we** have available to **us**.

This is known as ‘indexation’ or ‘index linking’ and is to help protect **you** against inflation.

If **we** apply inflation protection to **your policy**, **we** will record this in **your renewal application** for **you** to review alongside **your sums insured**. It will work in the following way:

- When the index increases a **sum insured**, **we** will base **our** invitation to renew **your policy** on this increase. As a result, **your premium** may also be impacted.
- **You** will need to review **your sums insured** as usual, to make sure the increase is appropriate for **your policy**. If **you** would like to opt-out of the increase or amend **your sums insured** further, **you** will need to contact **us**. If **you** have arranged **your policy** through a broker, please contact **your broker** directly.
- When the index falls, **we** will not reduce the **sum insured** at renewal. Instead, **your sum insured** will remain at the same level, unless **you** adjust it.
- Apart from the **sums insured** **we** apply it to, inflation protection will not impact any other monetary or **inner limits** under **your policy**.

**!** **You** should not rely on **us** applying inflation protection to keep any of **your sums insured** at their correct levels. **We** do not always apply inflation protection. In addition, the reinstatement cost of **your buildings** or value of **your property** may be growing at a different rate. This could be, for example, due to a new extension or property **you** have acquired.

**!** It is a condition of **your policy** that **you** keep **your sums insured** at their correct levels. **You** should make sure **you** understand condition 2 in the General conditions of this **policy** booklet and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your broker** directly.

#### Reinstatement of cover after a claim

**We** will not reduce **your sums insured** or **our limits of liability** by the amount of loss or **damage** involved in any **claim** under Section 1B–Contents, as long as:

- **You** continue to pay any additional **premium** **we** require, and
- Neither **you** nor **we** give notice to the contrary.

As a result, if these conditions are met, **your** cover under Section 1B–Contents, will be automatically reinstated after a **claim**.

#### Proof of loss

In the **event** of a **claim** for **contents**, **you** must provide **us** with any details or proof of loss, ownership or value that **we** request. **We** recommend **you** always keep a record of receipts, valuations, guarantees, warranties or any other evidence that will assist with a **claim**.

Condition 1 in the Claims conditions of this **policy** booklet contains further details about **your** obligations in the **event** of a **claim**. It is important that **you** read and understand **your claims** conditions. If you have any questions about a condition, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your broker** directly.

## How we will settle your claim

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

At **our** option, **we** will replace or repair the item, or pay **you** as follows:

- **We** will replace the property with the closest possible match where it has been **damaged** or stolen.
- **We** will cover the repair of the **damaged** property where repair is possible.
- **We** will pay **you** the amount of the loss or **damage** where repair or replacement is not possible.
- If **we** choose to pay **you**, even where replacement or repair is possible, the payment will reflect any discounts **we** might have received had **we** replaced the property.

But excluding:

- Any **excess**.
- Any costs to which **we** have not agreed in writing.
- Any costs or fees incurred in preparing any **claim** under **your policy**.

### New for old cover

! 'New for old cover' means **you** will be covered to replace lost or **damaged** property with new property of equivalent value following a valid **claim**. It works as follows.

**We** will settle a valid **claim** for **contents** without subtracting an amount for wear, tear or loss in value if:

- a) at time of loss, in line with general condition 2 of this **policy** booklet, **your contents sum insured** represents the full value of the **contents** as new, and
- b) **you** have kept the **contents** in good repair.

Exclusions

New for old cover will not apply to any of the following items, for which **we** will subtract an amount for wear and tear and loss in value:

- clothing and household linen,
- audio, video and computer equipment including television sets and gaming consoles,
- ancillary audio and video equipment including CDs, DVDs, records, tapes and software over three years old,
- floor covering over five years old.

### Damage to flooring

In the **event** of **damage** to flooring, **we** will only pay the cost of repairing or replacing the **damaged** part of the flooring or floor covering.

If it is not possible to match the undamaged area, **we** will pay the cost to replace the flooring or floor covering in the room or area where the **damage** occurred. **We** will not pay to replace undamaged floor covering in adjoining rooms or areas.

### Matching pairs, sets or suites

**We** will only pay the cost of an individual **damaged** item, even if it forms part of a pair or set, or part of a suite of furniture or sanitary ware, or forms part of a common design.

**We** will not pay for the undamaged companion pieces or the full value of the pair or set or suite as a unit.

### Limits of liability

The most **we** will pay for loss of or **damage** to **contents**, is the **sum insured** recorded in **your schedule**, or any lower or **inner limit** recorded in the specific terms and conditions of **your policy**.

The maximum **we** will pay for:

- ! Any one **valuable** – is 5% of the **contents sum insured**.
- ! All **valuables** – is 20% of the **contents sum insured**.
- ! **Personal money** – is €650
- ! **Home office equipment** – is €3,800.
- ! Ride on lawnmowers – is €6,500.
- ! Any additional benefit – is the specific limit **we** have detailed for the benefit under the 'Additional benefits' heading of Section 1B-Contents.

These limits will not apply if an item is specifically recorded in **your schedule** with a separate **sum insured** for that item.

## How we will settle your claim

If **your contents sum insured**, as recorded in **your schedule**, is not at its correct level in line with general condition 2 of this **policy** booklet, the following **underinsurance** condition applies.

### **!** Underinsurance condition

If **your sums insured** for **contents** at the time of loss or **damage**, are less than 85% the full potential cost to make good the property, as arrived at in line with the basis of **claim** settlement for **contents** under this 'How we will settle your claim' heading, any **claim** payment **we** make will be reduced accordingly.

The level of reduction will be in proportion to **your** level of **underinsurance** and **you** will have to bear the difference. For example:

- If **you** have calculated **your sum insured** in the **event** of total loss at €150,000,
- but the full potential cost of making good the property is actually €200,000,
- **we** would pay only 75% of any loss or **damage**, no matter what **your claim** amount is.

Please note this is only an example and it does not consider other settlement factors, such as **excess**.

To read more about how **you** can avoid **underinsurance** and **your** obligation to keep **your sums insured** at their correct levels, see condition 2 in the General conditions of this **policy** booklet.



## Section 2–Sports equipment

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy booklet**.
- ! **You** must keep any **sum insured you** give us at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is sports equipment cover?

The purpose of this section is to get extra **all risks** protection for loss of or **damage** to collections of unspecified sports equipment. This equipment can be owned by **you** or any member of **your family** who is permanently living with **you**.

**All risks** cover will protect the items, even when **you** carry them with **you**, or they are taken away from the **private home**. As long as the loss or **damage** is not specifically restricted or excluded under **your policy**, **all risks** cover will apply up to the **limits of liability** recorded in **your schedule** and in this **policy booklet**.

If **you** would like to insure other or more specific items on an **all risks** basis, **you** can do this separately under Section 3–All risks. Further details of the cover provided by Section 2–Sports equipment, if it is insured under **your policy**, are outlined below.

### ✓ What is covered?

At **our** option, **we** will reinstate, repair, replace or make a payment in the **event** of loss or **damage** to the following items of unspecified sports equipment, provided the items are owned by **you** or any member of **your family** who is permanently living with **you**:

- Golf clubs, golf bags, caddie cars and other equipment used to play golf and **your personal belongings** while in any golf clubhouse.
- Tennis and badminton racquets and holdalls.
- Bowls and bowling cases.
- Angling equipment including rods, reels and other angling tackle.
- Sporting guns and gun cases carried or used for the purpose of sport.

Cover will apply during the **period of insurance**:

- a) in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and anywhere within the continent of Europe, or
- b) for up to 60 days in the rest of the world.

A **policy excess** will not apply to any **claim** made under Section 2–Sports equipment, unless an **excess** is specifically recorded in **your schedule**.

#### Limit of liability

In the **event** of a valid **claim**, the maximum **we** will pay during any one **period of insurance** is up to the **sum insured** recorded in **your schedule**, but no more than €1,500 for any one item, or set of items.

## **X** What is not covered?

No cover is provided under Section 2—Sports equipment, for any of the following.

- A. We will not pay for:**
1. Tackle used for tunny or shark fishing or fishing for profit.
  2. Any cricket bat or racquet which is more than two years old at the time any loss or **damage** occurs.
  3. Rust or defects in lock mechanism on sporting guns.
  4. Breakage or re-stringing of strings in tennis or badminton racquets.
- B. We will not pay for:**
1. Loss or **damage** due to theft or attempted theft in which **you** or any member of **your family** or **your household** or any paying guest is involved.
  2. Breakage of glass or items of a brittle nature.
  3. Loss or **damage** which is covered by a guarantee.
  4. Any improvement or betterment to increase the value or condition of an item beyond what it was at the time of loss or **damage**.
- C. We will not pay for loss or **damage** caused by or arising from:**
1. Wear and tear, gradual deterioration or depreciation in value.
  2. Insects, vermin, fungus, rot, mildew or corrosion.
  3. Atmospheric conditions, the action of light or any process of heating, drying, cleaning, dyeing, alteration, restoration or repair.
  4. Chewing, scratching, tearing or fouling by domestic pets belonging to **you** or a member of **your household**.
  5. Mechanical or electrical breakdown, inherent defect, faulty workmanship or design or the use of faulty materials or parts.
- D. We will not pay for any item which is more specifically insured under another **policy** of insurance or travel insurance policy, or any amount that **you** cannot recover from a more specific **policy** of insurance or travel insurance policy, because the insurer refuses or reduces a **claim** or applies an **excess**.**
- E. We will not pay for:**
1. Theft of any item from an unattended vehicle, unless all windows including sunroofs and doors are securely locked and the item is concealed within a compartment or locked boot.
- F. We will not pay for any loss, **damage**, cost or expense which is the subject of **indemnity** under, or is recoverable under Section 1B—Contents or Section 3—All risks, or would be but for the application of the **policy** terms including **limits of indemnity, sums insured, inner limits**, conditions, exceptions and exclusions.**

### ! Additional conditions

- For some items, **we** may only agree to provide cover subject to additional terms, conditions, restrictions or exclusions. If any of these apply to an item **you** have insured, **we** will record this in **your schedule**.
- If any item or set of unspecified sports equipment is of greater value than the **sum insured** recorded in **your schedule** or the €1,500 unspecified single item or set limit, **you** will need to tell **us** if **you** would like to insure these items separately. If **we** agree to cover their full value, **we** will then record them individually in **your schedule** as specified items under Section 3–All risks.
- In the **event** of a **claim**, **you** must provide evidence to satisfy **us**:
  - that **you** own the item or have suffered a financial loss,
  - of its value,
  - of the details surrounding its loss, and
  - that it cannot be recovered.

### How we will settle your claim

**We** will do everything **we** can to make sure any **claim you** have is dealt with quickly and fairly. **We** use the following principles to settle all valid **claims** under Section 2–Sports equipment.

At **our** option, **we** will replace or repair the item, or pay **you** as follows:

- **We** will replace the property with the closest possible match where it has been **damaged** or stolen.
- **We** will cover the repair of the **damaged** property where repair is possible.
- **We** will pay **you** the amount of the loss or **damage** where repair or replacement is not possible.
- If **we** choose to pay **you**, even where replacement or repair is possible, the payment will reflect any discounts **we** might have received had **we** replaced the property.

But excluding:

- Any costs which **we** have not agreed to in writing.
- Any costs or fees incurred in preparing any **claim** under **your policy**.



## Section 3–All risks

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.
- ! **You** must keep any **sum insured you** give **us** at its correct level, in line with general condition 2 of **your policy**. If **you** do not do this, **you** will be **underinsured**.

### i What is all risks cover?

The purpose of this section is to get extra **all risks** protection for loss of or **damage** to items **you** record in **your schedule**. These can be items owned by **you** or any member of **your family** who is permanently living with **you**.

**All risks** cover will protect an item, even when **you** carry it with **you**, or if it is taken away from the **private home**.

Items which can be covered on an **all risks** basis can include, for example:

- electronics such as laptops, mobile/smart phones, cameras,
- pedal cycles,
- hearing aids, medical aids,
- musical instruments,
- jewellery, and
- other **personal belongings**.

As long as the loss or **damage** is not specifically restricted or excluded under **your policy**, **all risks** cover will apply up to the **limits of liability** recorded in **your schedule** and in this **policy booklet**.

If **you** would like to insure a collection of unspecified sports equipment items on an **all risks** basis, **you** can do this separately under Section 2–Sports equipment. Further details of the cover provided by Section 5–All risks, if it is insured under **your policy**, are outlined below.

### ✓ What is covered?

At **our** option, **we** will reinstate, repair, replace or make a payment in the **event** of loss or **damage** to the **all risks** items recorded in **your schedule**, provided the items are owned by **you** or any member of **your family** who is permanently living with **you**.

Cover will apply during the **period of insurance**:

- a) in Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and anywhere within the continent of Europe, or
- b) for up to 60 days in the rest of the world.

**You** can apply for cover within the categories listed below, including a number of unspecified items under a single **sum insured**, or individual specified items. If cover applies, the items and corresponding **sums insured** will be recorded in **your schedule**.



A **policy excess** will not apply to any **claim** made under Section 3–All risks, unless an **excess** is specifically recorded in **your schedule**.

### • Unspecified personal belongings

**We** will pay for loss of or **damage** to unspecified **personal belongings** owned by **you** or any member of **your family** who is permanently living with **you**, provided the loss or **damage** is not specifically excluded.

No cover will apply under this heading 'Unspecified personal belongings', for:

- portable electronic goods including but not limited to portable music players, mobile phones or smart phones, tablets, laptops, handheld computers, or handheld computer games,
- jewellery,
- musical instruments,
- sports equipment,
- contact or corneal lenses, or
- pedal cycles.

If **you** would like to insure any of these items on an **all risks** basis, **you** will need to request that they are included separately.

#### Limit of liability

In the **event** of a valid **claim**, the maximum **we** will pay during any one **period of insurance** for items of unspecified **personal belongings**, is up to the **sum insured** recorded in **your schedule**, but no more than €1,500 for any one item.

### • Unspecified items of jewellery

**We** will pay for loss of or **damage** to unspecified items of jewellery including watches, owned by **you** or any member of **your family** who is permanently living with **you**, provided the loss or **damage** is not specifically excluded.

#### Limit of liability

In the **event** of a valid **claim**, the maximum **we** will pay during any one **period of insurance** for items of unspecified jewellery, is up to the **sum insured** recorded in **your schedule**, but no more than €1,500 for any one item.

### • Personal money

**We** will pay for loss of **personal money** owned by **you** or any member of **your family** who is permanently living with **you**, provided the loss or **damage** is not specifically excluded.

#### Limit of liability

In the **event** of a valid **claim**, the maximum **we** will pay during any one **period of insurance** for loss of **personal money**, is up to the **sum insured** recorded in **your schedule**.

## • Specified items

We will pay for loss of or **damage** to any item specifically recorded in **your schedule** and owned by **you** or any member of **your family** who is permanently living with **you**, provided the loss or **damage** is not specifically excluded.

Categories of specified items can include:

- electronics such as laptops, mobile/smart phones, cameras,
- pedal cycles,
- hearing aids, medical aids,
- musical instruments,
- jewellery, and
- other **personal belongings**.

### Limit of liability

In the **event** of a valid **claim**, the maximum **we** will pay during any one **period of insurance** for any specified item individually recorded in **your schedule**, is up to the specific **sum insured** for that item.

## **X** What is not covered?

No cover is provided under Section 3–All risks, for any of the following.

### A. We will not pay for:

1. Loss or **damage** due to theft or attempted theft in which **you** or any member of **your family** or **your household** or any paying guest is involved.
2. Breakage of glass or items of a brittle nature (other than jewellery).
3. **Damage** caused by over winding, denting, scratching or any internal **damage** to watches or clocks (other than **damage** caused by fire or thieves).
4. Individual charms unless soldered to a bracelet.
5. Breakage of strings, reeds, drum heads or any other consumable part or accessory of a musical instrument.
6. Any **motorised or electric vehicle**.
7. Loss or **damage** which is covered by a guarantee.
8. Any improvement or betterment to increase the value or condition of an item beyond what it was at the time of loss or **damage**.

### B. We will not pay for loss or **damage** caused by or arising from:

1. Wear and tear, gradual deterioration or depreciation in value.
2. Insects, vermin, fungus, rot, mildew or corrosion.
3. Atmospheric conditions, the action of light or any process of heating, drying, cleaning, dyeing, alteration, restoration or repair.
4. Chewing, scratching, tearing or fouling by domestic pets belonging to **you** or a member of **your household**.
5. Mechanical or electrical breakdown, inherent defect, faulty workmanship or design or the use of faulty materials or parts.

- C.** We will not pay for any item which is more specifically insured under another **policy** of insurance or travel insurance policy, or any amount that **you** cannot recover from a more specific **policy** of insurance or travel insurance policy, because the insurer refuses or reduces a **claim** or applies an **excess**.
- D.** We will not pay for theft of any item from an unattended vehicle, unless all windows including sunroofs and doors are securely locked and the item is concealed within a compartment or locked boot.
- E.** We will not pay for any loss, **damage**, cost or expense which is the subject of **indemnity** under, or is recoverable under Section 1B–Contents or Section 2–Sports equipment, or would be but for the application of the **policy** terms including **limits of indemnity, sums insured, inner limits**, conditions, exceptions and exclusions.

### ! Additional conditions

- **We** may request a proof of valuation before cover or **claims** can be granted on higher value items.
- For some items, **we** may only agree to provide cover subject to additional terms, conditions, restrictions or exclusions. If any of these apply to an item **you** have insured, **we** will record this in **your schedule**.
- If any unspecified item is of greater value than the **sum insured** recorded in **your schedule** or the €1,500 unspecified single item limit, **you** will need to tell **us** if **you** would like to insure the item separately. If **we** agree to cover the full value of this item, **we** will then record it individually in **your schedule** as a specified item.
- In the **event** of a **claim**, **you** must provide evidence to satisfy **us**:
  - that **you** own the item or have suffered a financial loss,
  - of its value,
  - of the details surrounding its loss, and
  - that it cannot be recovered.

### How we will settle your claim

**We** will do everything **we** can to make sure any **claim you** have is dealt with quickly and fairly. **We** use the following principles to settle all valid **claims** under Section 3–All risks.

At **our** option, **we** will replace or repair the item, or pay **you** as follows:

- **We** will replace the property with the closest possible match where it has been **damaged** or stolen.
- **We** will cover the repair of the **damaged** property where repair is possible.
- **We** will pay **you** the amount of the loss or **damage** where repair or replacement is not possible.
- If **we** choose to pay **you**, even where replacement or repair is possible, the payment will reflect any discounts **we** might have received had **we** replaced the property.

But excluding:

- Any costs which **we** have not agreed to in writing.
- Any costs or fees incurred in preparing any **claim** under **your policy**.



## Section 4–Personal accident

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

### **i** What is personal accident cover?

The purpose of this section is to provide protection in the form of fixed monetary benefits, in case an insured person has an **accident** and suffers specific injuries or death. Further details of the cover provided by Section 4–Personal accident, if it is available under **your policy**, will be outlined in **your** insurance application documents.



## Section 5–Liability protection

- ! The covers outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

### **i** What is liability protection?

The purpose of liability protection is to cover **you** against **claims** resulting from injuries to other people or **accidental** loss of or **damage** to their material property, which could be deemed **your** fault. In the **event** of a valid liability **claim** insured under **your policy**, **you** will be covered up to the **limits of indemnity** for amounts **you** are found legally liable to pay. The liability covers provided under this section include:

- Liability to **domestic employees**, and
- Occupier and personal liability.

## 5A–Liability to domestic employees

### **i** What is liability to domestic employees cover?

The purpose of this section is to protect **you** in the **event** that **you** are found to be legally liable for **accidental bodily injury** to a **domestic employee**. Further details of the cover provided under Section 5A–Liability to domestic employees, if it is insured under **your policy**, are outlined below.

### **✓** What is covered?

**We** will provide **you** with cover for amounts **you** legally have to pay for **bodily injury** which occurs during the **period of insurance** to any **domestic employee** in the course of their employment by **you** relating to the **private home**.

**We** will also pay:

- the legal **costs and expenses** that any person making a **claim** against **you** is entitled to recover, and
- any **costs and expenses you** incur, to which **we** have agreed in writing.

The most **we** will pay under Section 5A–Liability to domestic employees for:

- any one **claim**, or
- any series of **claims** arising out of any one **event** or original cause,

is €2,600,000, inclusive of all legal **costs and expenses**.

In the **event** of **your** death, **we** will provide cover to **your** legal personal representatives for **your** liabilities, as long as they accept the exclusions and limitations under **your policy** and take reasonable care to observe, and fulfil the terms, and conditions of **your policy** in so far as they apply.

### **x** What is not covered?

No cover is provided under Section 5A–Liability to domestic employees for any of the following:

- 1) Any liability or **claim** for **bodily injury** which is covered under additional benefit 22. Property owner's liability under Section 1A–Buildings, or is covered under Section 5B–Occupier and personal liability.
- 2) Any liability or **claim** for which an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or for which an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **limit of indemnity, limit of liability** or **inner limit**.
- 3) Any liability or **claim** for any fines, penalties or non-compensatory **damages** of a penal nature including but not limited to aggravated, exemplary, punitive, nominal or liquidated **damages**.
- 4) Any liability or **claim** for any loss, cost, expense, financial loss, court award or for compensation in any circumstances where a person has not sustained **bodily injury**.
- 5) Any liability relating to any contract or agreement assumed by **you** which would not have attached to **you** in the absence of the contract or agreement.
- 6) Any liability or **claim** for **bodily injury** covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee under the Road Traffic Acts.

- 7) Any liability or **claim** for **bodily injury** to a **domestic employee** unless the **bodily injury** occurs while the **domestic employee** is engaged in domestic activities or carrying out domestic duties which are solely and directly connected to **your private home**, or which are permitted under Section 5A–Liability to domestic employees.
- 8) Any liability or **claim** for **bodily injury** to **you** or any member of **your family** or **your household**.
- 9) Any liability or **claim** for **bodily injury** to any independent or self-employed contractor, consultant or their employees.
- 10) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any profession, trade, business, or the use of any **building** or any part of any **building** as a commercial store, other than:
  - a) The provision of a child-minding service in the **private home** for up to a maximum of three children at any one time.
  - b) The letting of overnight accommodation for up to a maximum of two paying guests at any one time.
  - c) Office work carried out at the **private home** which does not involve any visitors to the **private home**.
- 11) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with:
  - a) any **motorised or electric vehicle**,
  - b) any mechanically propelled plant or mechanically propelled equipment,
  - c) any semi-trailer or trailer (whether or not it is attached to any mechanically propelled vehicle, or mechanically propelled plant or mechanically propelled equipment),
  - d) any type of aircraft or craft or device designed to travel through air or space,
  - e) any hovercraft, boat, sailboard or any other type of watercraft or vessel of any kind,
  - f) any horse drawn vehicle, craft or carriage of any kind, or
  - g) any commercial wind turbine or commercial power generating equipment of any kind,owned by or in the custody or control of **you** or any member of **your family** or **your household**. This exclusion will not apply to:
  - Pedestrian-controlled garden implements or ride-on lawnmowers used at the **private home** but only in situations where **you** are not required to hold motor insurance or a certificate of guarantee under the Road Traffic Acts.
  - Trailers and caravans while detached from any mechanically propelled vehicle and while parked at the **private home** but only in situations where **you** are not required to hold motor insurance or a certificate of guarantee under the Road Traffic Acts.
  - Hand-propelled boats and non-motorised model aircraft.
- 12) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with any construction, structural alteration, reconstruction, restoration, repair, demolition or extension works.
- 13) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any aspect of the felling or lopping or shredding or disposal of trees.
- 14) Any liability or **claim** for **bodily injury** caused by, arising from or in connection with any passenger lift, elevator, escalator, stairlift or medical hoist unless it is inspected and serviced and where necessary, repaired, in compliance with any statutory requirements.
- 15) Any liability or **claim** directly or indirectly caused by, or arising out of, or as a consequence of, or in connection with dangerous implements, equipment or machinery, including but not limited to:



## Liability to domestic employees

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- chainsaws, blow-torches, kango hammers, power nail guns, power stapler guns, lathes, any form of table saw, guillotines, welding equipment, of any kind, or
- any implement, equipment, machinery, matter, substance, compound or liquid which requires the use of personal protective equipment,

while being used other than in the **private home**.

- 16)** Any liability or **claim** directly or indirectly caused by, or arising out of, or as a consequence of, or in connection with any wilful, malicious, deliberate or reckless act committed by **you** or any member of **your family** or **your household** or by anyone who is lawfully in the **private home**.

## 5B–Occupier and personal liability

### **i** What is occupier and personal liability cover?

The purpose of this section is to protect **you** in the **event** that **you** are found to be legally liable for **accidental bodily injury** to others or for **accidental** loss of or **damage** to their material property, in **your** capacity an occupier of the **private home**, or in a personal capacity. Further details of the cover provided under Section 5A–Occupier and personal liability, if it is insured under **your policy**, are outlined below.

### **✓** What is covered?

**We** will provide **you** with cover for amounts **you** legally have to pay as occupier of the **private home** or arising in a personal capacity for:

**1) Accidental** death of or **bodily injury** to or illness of any person.

But excluding:

- a)** any member of **your family** or **your household**, or
- b)** **your domestic employees** or **domestic employees** of a member of **your family** or **your household**.

**2) Accidental** loss of or **damage** to material property.

But excluding any property belonging to or in the charge of or under the control of:

- a)** **you**, or
- b)** any member of **your family** or **your household**.

**We** will also pay:

- the **costs and expenses** that any person making a **claim** against **you** is entitled to recover, and
- any **costs and expenses** **you** incur, to which **we** have agreed in writing.

In addition, **we** will provide this cover to members of **your family** or **your household** permanently living with **you** at the **private home** as long as they take reasonable care to observe and fulfil the terms, conditions and exclusions of **your policy** in so far as they apply.

The most **we** will pay under this heading Section 5B - Occupier and personal liability for

- any one **claim**, or
- any series of **claims** arising out of any one **event** or original cause,

is €2,600,000, inclusive of all **costs and expenses**.

In the **event** of **your** death, **we** will provide cover to **your** legal personal representatives for **your** liabilities, as long as they accept the exclusions and limitations under **your policy** and take reasonable care to observe and fulfil the terms, and conditions of **your policy** in so far as they apply.

### **X** What is not covered?

No cover is provided under Section 5B - Occupier and personal liability for any of the following.

- 1) Any liability or **claim** for **bodily injury** or **damage** to material property which is covered under additional benefit 22. Property owner's liability under Section 1A-Buildings, or which is covered under Section 5A-Liability to domestic employees.
- 2) Any liability or **claim** for which an **indemnity** is provided in full or in part under any other section or subsection or extension of this **policy**, or an **indemnity** would be provided but for the application of any of the **policy** terms, conditions or exclusions or the application of any **limit of indemnity, limit of liability** or **inner limit**.
- 3) Any liability or **claim** for any fines, penalties or non-compensatory **damages** of a penal nature including but not limited to aggravated, exemplary, punitive, nominal or liquidated **damages**.
- 4) Any liability or **claim** for any loss, cost, expense, financial loss, court award or for compensation in any circumstances where a person has not sustained **bodily injury** or where a person has not sustained loss of or **damage** to their material property.
- 5) Any liability relating to or any contract or agreement assumed by **you**, which would not have attached to **you** in the absence of the contract or agreement.
- 6) Any liability or **claim** for **bodily injury** or **damage** to third party property covered under a motor insurance policy or for which **you** are legally required to arrange motor insurance or hold a certificate of guarantee under the Road Traffic Acts.
- 7) Any liability or **claim** arising out of, or in connection with, or in relation to the ownership or possession of any land, building or structure.
- 8) Any liability or **claim** relating to:
  - a) Contracts not fulfilled properly or efficiently or in accordance with the contract terms, exceptions and conditions.
  - b) Any breach of contract.
  - c) Any penalty under any contract.
- 9) Any liability or **claim** relating to libel, slander or defamation, or infringement of plans, copyrights, patents, trade names, trademarks, registered designs or any intellectual property right.
- 10) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with exposure to magnetic, electric or electromagnetic fields, or radiation.
- 11) Any liability or **claim** directly or indirectly caused by, or arising from, or in consequence of, or in any way involving asbestos, asbestos fibres, asbestos dust, or asbestos derivatives but this exclusion does not apply to **bodily injury** or **accidental** loss of or **damage** to material property caused by any part of the **building** that contain asbestos where the mere presence of asbestos is not in itself a direct cause of the **bodily injury** or **accidental** loss of or **damage** to material property.
- 12) Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with **environmental impairment** or pollution or contamination of any building, structure, water, land, air or atmosphere unless it is directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place at a specific time and place during the currency of this insurance **policy** subject to:
  - a) **we** will consider all **environmental impairment** or pollution or contamination which arises out of one incident or **event** to have happened at the time the incident or **event** took place; and

**b)** **our** liability for all damages and **costs and expenses** will not exceed €130,000 in respect of any one incident, **event** or **claim**.

Other than the cover provided by the above-stated exception, for the avoidance of doubt, **we** will not provide cover for any liability or pay for any **claim** in respect of, but not limited to, the following:

**c)** Any alleged or imminent threat of **environmental impairment** or pollution or contamination.

**d)** Any **environmental impairment** or pollution or contamination of any kind, type or form:

- i)** which occurred or started to occur prior to the inception or start date of this insurance **policy**;
- ii)** to protected species and natural habitats that has adverse effects on reaching or maintaining the favourable conservation status of such habitats or species;
- iii)** to water that adversely affects the ecology, or the chemical status (the quality of the water) or the quantitative status (the amount of water) or the ecological potential, of the water;
- iv)** of land that creates a risk of human health being adversely affected as a result of the direct or indirect introduction, in, on or under land, of substances, preparations, organisms or micro-organisms;
- v)** whether directly or indirectly caused by, arising from, as a consequence of or in connection with:
  - i.** any landfill or the handling of waste materials for a third party;
  - ii.** the collection, storage, transportation, processing or application of industrial, commercial or human waste or of any associated or derived waste by-products;
  - iii.** any activity which requires a waste permit or licence under environmental or local authority regulations;
  - iv.** the spraying of crops, plants, trees, hedges or weeds;
  - v.** the supply of water from any water wells;
- vi)** which is not directly and solely caused by a sudden, identifiable, unintended, unexpected and **accidental** incident or **event** which takes place, in its entirety, at a specific time and place;
- vii)** which happens gradually over a period of time;
- viii)** which cannot be traced to, or attributed to the occurrence of a specific incident or **event** that occurred at a specific time and date;
- ix)** which is caused by or arises from either directly or indirectly, any:
  - i.** criminal, illegal, wilful reckless, malicious act;
  - ii.** deliberate or intentional act or omission, reckless misconduct or intentional disregard;

by **you** or by anyone on **your** behalf.

**e)** Any loss, cost, expense, consequential loss, financial loss, court award or compensation in connection with any request, demand, order or statutory or regulatory requirement that **you** test, monitor, clean up, remove, dispose, contain, control, treat, detoxify, remediate or neutralise, or in any way respond to, or assess the effects of any **environmental impairment** or pollution or contamination.

**f)** Any loss, cost, expense, consequential loss or financial loss in connection with the repair, replacement, reinstatement, improvement, supplementation or upgrade of any property owned by **you**, or belonging to **you**, or in **your** custody or control or owned, or belonging to or in the custody and control of any members of **your family** or **your household**. **You** should not construe, nor is any inference to be taken, that the provision of this clarification means that this section of the **policy** automatically covers **your** liability for **bodily injury** or loss of or **damage** to third party material property.

**g)** Any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages, contractual penalties or compensation in connection with any incident, **event** or occurrence or any alleged or imminent threat of **environmental impairment** or pollution or contamination.

- h)** In any circumstances, any loss, cost, expense, financial loss, court award, criminal, civil or administrative fines, penalties, damages or compensation for non-compliance with, or for breach of, any European Union Environmental Liability regulations or directives or of any law, permit, notice, order or instruction of any governmental authority or body.
- 13)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any profession, trade, business, or the use of any **building** or any part of any **building** as a commercial store, other than:
- a)** The provision of a child-minding service in the **private home** for up to a maximum of three children at any one time.
  - b)** The letting of overnight accommodation for up to a maximum of two paying guests at any one time.
  - c)** Office work carried out at the **private home**, which does not involve any visitors to the **private home**.
- 14)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with:
- a)** any **motorised or electric vehicle**,
  - b)** any mechanically propelled plant or mechanically propelled equipment,
  - c)** any semi-trailer or trailer (whether or not it is attached to any mechanically propelled vehicle, or mechanically propelled plant or mechanically propelled equipment),
  - d)** any type of aircraft or craft or device designed to travel through air or space,
  - e)** any hovercraft, boat, sailboard or any other type of watercraft or vessel of any kind,
  - f)** any horse drawn vehicle, craft or carriage of any kind, or
  - g)** any commercial wind turbine or commercial power generating equipment of any kind,
- owned by or in the custody or control of **you** or any member of **your family** or **your household**. This exclusion will not apply to:
- a)** Pedestrian-controlled garden implements or ride-on lawnmowers used at the **private home** but only in situations where **you** are not required to hold motor insurance or a certificate of guarantee under the Road Traffic Acts.
  - b)** Trailers and caravans while detached from any mechanically propelled vehicle and while parked at the **private home** but only in situations where **you** are not required to hold motor insurance or a certificate of guarantee under the Road Traffic Acts.
  - c)** Hand-propelled boats and non-motorised model aircraft.
- 15)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of, or in connection with any construction, structural alteration, reconstruction, restoration, repair, demolition or extension works.
- 16)** Any liability or **claim** directly or indirectly caused by, or arising out of, or as a consequence of, or in connection with dangerous implements, equipment or machinery including but not limited to:
- chainsaws, blow-torches, kango hammers, power nail guns, power stapler guns, lathes, any form of table saw, guillotines, welding equipment, of any kind, or
  - any implement, equipment, machinery, matter, substance, compound or liquid which requires the use of personal protective equipment.
- while being used other than in the **private home**.
- 17)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any aspect of the felling or lopping or shredding or disposal of trees.
- 18.** Any liability or **claim** arising in connection with:
- a)** The breeding, sale, supply or training of any animals.

- b) The housing or minding of any animals not belonging to **you**, including but not limited to the provision of any livery, boarding kennel, cattery or menagerie facilities, which **you** operate as a commercial business or for which **you** receive payment.
  - c) The organisation, staging, holding or facilitation of any type of animal shows or events of any kind, regardless of whether or not **you** receive payment.
- 19)** Any liability or **claim** arising in connection with the ownership, possession, use or control of dogs designated as dangerous in the regulations made under the current Control of Dogs Acts, where the ownership, possession, use or control is not in accordance with the provisions and requirements of such regulations or in accordance with any Local Authority Bye-laws made under the Control of Dogs Acts.
- 20)** Any liability or **claim** arising in connection with the ownership, possession, use or control of horses unless the ownership, possession, use or control is conducted in accordance with the provisions and requirements of the current Control of Horses Acts and any Local Authority Bye-laws made under the Control of Horses Acts.
- 21)** Any liability or **claim** directly or indirectly caused by, arising out of, as a consequence of or in connection with any firearm or sporting gun or rifle, unless specifically agreed by **us** in writing.
- 22)** Any liability or **claim** for **bodily injury** or **damage** to material property caused by, arising from or in connection with any passenger lift, elevator, escalator, stairlift or medical hoist unless it is inspected and serviced and where necessary, repaired, in compliance with any statutory requirements.
- 23)** Any liability or **claim** relating to the cost of remedying any defect or alleged defect in any lands, buildings, or structures.
- 24)** Any liability or **claim** directly or indirectly caused by, or arising out of, or as a consequence of, or in connection with any wilful, malicious, deliberate or reckless act committed by **you** or any member of **your family** or **your household** or by anyone who is lawfully in the **private home**.
- 25)** Any liability or **claim** for **bodily injury** to **you** or any member of **your family** or **your household** or to any **domestic employee**.
- 26)** Any liability or **claim** for **damage** to material property owned by or in the custody or control of **you** or any member of **your family** or **your household** except any **domestic employee's** personal property.



## Section 6–Home emergency assistance

- ! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
- ! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

### To use this service, call 0818 583 583

Home emergency assistance provides a 24 hours, 365 days a year service, through **our** service provider MAPFRE ASSISTANCE Agency Ireland (MAPFRE), in the **event** of a household emergency. **You** must call the assistance number provided to notify MAPFRE of **your** emergency and MAPFRE will only be responsible for expenses incurred with their prior approval.

If the **private 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 **private home** requiring immediate action to make it safe and secure it against further loss or **damage**.

Please have the following information available when **you** call:

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

**Your excess** will not apply to a home emergency assistance request.

### Events insured

#### Section A – Home emergency assistance

MAPFRE will provide an emergency repair service to secure the **private home** and prevent any further loss or **damage** from occurring. MAPFRE will only provide this cover following an unexpected or sudden **event** which requires immediate action as a result of:

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

## Section B – Follow up services

MAPFRE will provide **you** with the number of an essential service urgently.

### Cover provided

#### ✓ What is covered?

MAPFRE will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to €300, per home emergency assistance. This value includes VAT.

If the cost of the emergency repairs exceeds €300, **you** will be responsible for paying the difference. However, if **you** have a valid **claim** under Section 1A–Buildings of **your** home insurance **policy**, **we** will refund any repair cost **you** pay.

#### ✗ What is not covered?

MAPFRE 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 **private 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 **private home**.
  - Mechanical shutters or automatic garage doors.
  - Double glazed units where one pane has remained intact.
  - Any **private home** in the course of construction or under refurbishment or renovation.
6. Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
7. Any assistance requests if **you** knowingly provide false or misleading information.
8. Any work other than emergency repair as specified.
9. Any work undertaken which is not within the **private home**.
10. Any costs incurred without **our** prior approval.
11. Any incident brought about by an avoidable or wilful or deliberate act committed by **you** or any act **you** consented to or reasonably should have known would cause loss or **damage**.
12. **Damage to your contents**.

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



### **Additional conditions**

MAPFRE will only provide the home assistance benefits described in the **policy** once **you** have complied with all its terms and conditions.

- a) This section provides home emergency assistance only. It does not replace the cover provided by Section 1A-Buildings and does not provide for the cost of normal wear, tear, depreciation or general maintenance.
- b) MAPFRE will not pay any benefit unless **you** have notified them by calling the contact number and MAPFRE have authorised assistance.
- c) **You** cannot transfer the benefits of **your policy** to anyone else.
- d) **You** should keep the **private home** in a good state of repair.
- e) MAPFRE home emergency assistance cover is limited to a maximum of 3 emergency assists in any one 12 month **period of insurance**. After the third assistance, **your** home emergency assistance cover becomes void. Any further assistance will be at **your** own cost.
- f) While MAPFRE do their best to arrange prompt service for all emergencies, the service levels cannot be guaranteed at times of severe weather conditions which last for a long period of time such as bad storms. At these times there may be a shortage of tradespersons available to provide assistance.
- g) MAPFRE may refuse assistance if there is any risk to the safety or security of the attending tradesperson.

# Changes to this policy booklet

! A summary of key changes recently included in this policy booklet is set out below. For full terms and conditions, always read your policy booklet, together with your schedule and any applicable endorsements.

## December 2022

### Changes we introduced with this policy booklet version

<b>Clearer language and design</b>	<p>At FBD Insurance plc, we're always striving to refine our products and give you high standards of protection. With this in mind, we have updated the language and design used throughout our Home policy booklet, making it clearer and easier to understand. We have also introduced a new 'Key information' section at the start of the booklet, with a summary of some of the most essential information about our Home insurance product.</p>
<b>General definitions</b>	<p>We have included new definitions to explain words and phrases we use and give greater certainty when interpreting your policy cover. The new definitions can be found in the 'General definitions' section and include:</p> <ul style="list-style-type: none"><li>● Accident; ● All risks; ● Bank or credit cards; ● Bodily injury; ● Cooling-off period; ● Costs and expenses; ● Damage; ● Domestic employee; ● Domestic outbuildings; ● Environmental impairment; ● Flood; ● Heave; ● Indemnity, indemnify; ● Inner limit; ● Insured person; ● In the open; ● Landslip; ● Limit of indemnity, limit of liability; ● Motorised or electric vehicle; ● Peril; ● Premium; ● Proposal form, statement of fact, renewal application; ● Settlement; ● Subsidence; ● Sum insured; ● Terms of Business; ● Territorial limits; ● Underinsurance, underinsured; ● Water table.</li></ul>
<b>General conditions</b>	<p><b>Your duty</b></p> <p>We have included updated terms under general condition 1, requiring you to tell us about changes in the information recorded in your schedule and completed insurance application. We have made it clear that we will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them:</p> <ul style="list-style-type: none"><li>● A change in the address of the private home.</li><li>● A change in the ownership of the private home or if the private home is sold or under control of a liquidator or receiver.</li><li>● A structural change to the buildings or domestic outbuildings of the private home, such as the carrying out of construction, renovation, extension, repair or redecoration (except for minor internal decoration work such as painting and wallpapering).</li></ul>

# Changes to this policy booklet

	<ul style="list-style-type: none"> <li>• A change in the occupancy or use of the private home including:             <ul style="list-style-type: none"> <li>– if the private home is no longer used as your primary residence,</li> <li>– if private home is left unoccupied or unfurnished,</li> <li>– if private home or domestic outbuildings are lent, let or sublet, or if there is a change in the number of tenants,</li> <li>– if the private home is used as a holiday home,</li> <li>– if the buildings or domestic outbuildings of the private home are used for business purposes or for the storage of commercial goods.</li> </ul> </li> <li>• The identification of any concerns about the structural integrity or safety of the buildings or domestic outbuildings of the private home by any surveyor or professional tradesperson.</li> </ul> <p><b>Survey and risk improvement</b></p> <p>We have included a new general condition explaining how we sometimes require risk surveys on a property. If this ever applies to you, we will contact you about it separately.</p>
<p><b>General exclusions</b></p>	<p>We have updated our general policy exclusions and also added additional exclusions to better highlight some of the general events, claims and losses that our Home insurance policy is not intended to cover. The new more specific general exclusions you should be aware of are:</p> <ul style="list-style-type: none"> <li>● Consequential loss exclusion;</li> <li>● Date recognition exclusion;</li> <li>● Sanctions exclusion;</li> <li>● VAT (Value Added Tax) exclusion;</li> <li>● Fracking exclusion;</li> <li>● Government order exclusion;</li> <li>● Currency fluctuations exclusion;</li> <li>● Radon exclusion;</li> <li>● Mica exclusion;</li> <li>● Pyrite exclusion;</li> <li>● Failure to comply with any law, legislation or regulation exclusion;</li> <li>● Illegal substances and illegal crops exclusion;</li> <li>● Data protection regulations breaches exclusion;</li> <li>● Communicable viruses and diseases exclusion;</li> <li>● Virtual currencies exclusion;</li> <li>● Commercial wind turbines exclusion;</li> <li>● Genetically modified crops and organisms exclusion;</li> <li>● Excess;</li> <li>● Shortage of utility supplies exclusion.</li> </ul>
<p><b>Claims conditions</b></p>	<p>We have updated our claims conditions. Under the updated conditions, you must tell us within 48 hours after you become aware of any event which may lead to a claim under your policy, and follow the other obligations we have set out to you. We have also included new conditions to explain how we manage our 'discharge of liability' when settling a claim and to highlight that claim payments are exclusive of VAT if you are VAT registered. To let us know about a claim, contact us on 0818 18 18 18. Our claims service will make the process as easy as possible for you and talk you through everything step by step.</p>
<p><b>Under-insurance conditions</b></p>	<p>We have set out revised underinsurance conditions under Section 1A–Buildings and Section 1B– Contents. If you are 'underinsured', this means your buildings or contents sums insured calculations are too low. As part of our revised underinsurance conditions, we will only reduce a claim payment in proportion to your level of underinsurance, if your sums insured at the time of loss or damage are less than 85% the full potential cost to make good your lost or damaged property, in line with the terms of your policy.</p> <p>We have also set out extended information under general condition 2 of your policy, outlining your obligation to keep your sums insured at their correct levels. It is important that you read and understand this condition, as it will help you avoid underinsurance. You should review your sums insured on a regular basis and if you are unsure, seek professional advice.</p>

# Changes to this policy booklet

<p><b>Unoccupied exclusions</b></p>	<p>Your policy contains exclusions for any private home that is unfurnished or unoccupied.</p> <ul style="list-style-type: none"> <li>• We previously considered a private home to be unoccupied if it was not lived in for more than 45 consecutive days or 90 days whether consecutive or not in any one period of insurance.</li> <li>• We now define a private home as being unoccupied where the private home is not lived in for 45 days in a row or more during any one period of insurance by:             <ul style="list-style-type: none"> <li>– you,</li> <li>– a member of your family or your household,</li> <li>– or any other person who has your permission to live there.</li> </ul> </li> </ul> <p>We may not be in a position to accept a claim you have for a private home that is unfurnished or unoccupied, unless you have told us about this in advance and we have agreed to cover it.</p>
<p><b>Section 1A– Buildings</b></p>	<p>If 'Section 1A–Buildings' is active under your policy, the following changes apply:</p> <p><b>Buildings definition</b></p> <p>We have updated the standard definition of 'Buildings', as follows:</p> <p>Unless we have specifically agreed otherwise and recorded it in your schedule, the building or buildings will include the following within the boundary of the risk address recorded in your schedule, which are used for domestic purposes only:</p> <ul style="list-style-type: none"> <li>• The private home, which is             <ul style="list-style-type: none"> <li>– built with brick, stone or concrete, and</li> <li>– roofed with slates, tiles or other fireproof materials such as concrete, metal (other than corrugated iron) or asphalt.</li> </ul> </li> <li>• Conservatories, sun rooms, domestic greenhouses or domestic glass houses.</li> <li>• All domestic outbuildings including domestic garages on the same premises used for domestic purposes.</li> <li>• Permanently fitted service tanks, septic tanks, solar panels, domestic wind turbines, electric vehicle charging points.</li> <li>• The walls, paths, drives, patios, decking, tennis hard courts, gates, fences and hedges around and forming part of the private home.</li> <li>• Fixed, permanent and professionally installed or constructed swimming pools, hot tubs, jacuzzis or saunas.</li> <li>• Landlord's fixtures and fittings in or on the private home.</li> </ul> <p>But excluding:</p> <ul style="list-style-type: none"> <li>• caravans, mobile homes, motor homes,</li> <li>• pergolas, marquees, gazebos or polytunnels.</li> </ul> <p><b>Buildings perils</b></p> <ul style="list-style-type: none"> <li>• 4. Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism – Where this peril is active, it now excludes loss or damage to hot tubs, jacuzzis, saunas, conservatories, domestic greenhouses, domestic glass houses, solar panels, domestic wind turbines and electric vehicle charging points.</li> <li>• 6. Storm, flood – Where this peril is active, it now excludes loss or damage to basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the 'water table').</li> </ul>

	<ul style="list-style-type: none"><li>• 10. Impact with any of the buildings by any road vehicle or animal – Where this peril is active, it now excludes loss or damage caused by any domestic pets owned by or under the control of any member of your household, in addition to any domestic pets owned by you or your family.</li><li>• 12. Subsidence, landslip or ground heave – Where this peril is active, it now excludes loss or damage to hot tubs, jacuzzis, saunas, conservatories, domestic greenhouses, domestic glass houses, solar panels, domestic wind turbines and electric vehicle charging points, unless the main building of the private home is damaged at the same time.</li></ul> <p><b>Buildings additional benefits</b></p> <ul style="list-style-type: none"><li>• Debris removal, architect fees, building regulations – We have removed this item as an additional benefit. Instead, we have emphasised under your policy and in line with general condition 2, that you should include in your buildings sums insured the additional costs outlined under our basis of settlement for buildings, such as the cost of site clearance and removing debris after a loss, architect, surveyor, consulting engineer and necessary legal fees, and any additional costs necessary to meet current building, statutory or local authority regulations.</li><li>• 14. Underground pipes and cables – The most we will pay under this benefit is now up to 5% of the buildings sum insured.</li><li>• 15. Accidental breakage of fixed glass and sanitary fittings – We have extended this benefit to also include the accidental breakage of fixed glass in conservatories, sun rooms, domestic greenhouses or domestic glass houses. However, the most we will pay under the benefit is now up to up to €1,300.</li><li>• 16. Alternative accommodation – We have extended this benefit as applying to alternative accommodation for members of your household, in addition to you and members of your family living permanently at the private home. We have also increased the limit for this benefit from 15% to 20% of your buildings sum insured. However, we will not cover costs which you incur without our written permission, costs which arise from delays caused by or directly relating to incorrect planning or other permissions attaching to the buildings at the time of the loss, or alternative accommodation for visitors, paying guests, domestic employees or pets.</li><li>• 18. Purchaser’s interest – This benefit will not apply if the buildings are already insured under any other policy.</li><li>• 22. Property owner’s liability – See ‘Liability protection’ changes outlined below.</li></ul> <p><b>Retention</b></p> <p>We have updated our retention conditions in line with the Consumer Insurance Contracts Act. These conditions state that we may retain a portion of a buildings claim until rebuilding or repair works are complete. If the claim settlement amount is less than €40,000, the amount retained is 5% of the claim settlement amount. If the claim settlement amount is €40,000 or more, the amount retained is 10% of the claim settlement amount.</p>
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## Section 1B– Contents

If 'Section 1B–Contents' is active under your policy, the following changes apply:

### Contents definitions

- We have updated the definition of 'personal money' to exclude any money held as digital or crypto currency.
- We have updated the definition of 'home office equipment' as covering the following items which are owned by you or any member of your family who is permanently living with you, and used by you or any member of your family who is permanently living with you for business or professional purposes:
  - Office furniture,
  - Computers, laptops, tablets, mobile phones or smart phones
  - Computer monitors, keyboards and processing equipment,
  - Printers, fax machines, photocopiers, typewriters,
  - Computer-aided design equipment, and
  - Telephone equipment.
- We have updated the definition of personal belongings as covering items and gadgets designed to be worn or carried, including but not limited to luggage, clothing, mobile phones or smart phones, laptops, tablets and other portable handheld devices, provided they are:
  - owned by you or any member of your family who is permanently living with you, and
  - owned by no other person, unless specially included under the terms of your policy,

but excluding 'valuables', 'personal money' and 'home office equipment', for which alternative definitions are provided.

### Contents perils

- 6. Storm, flood – Where this peril is active, it now excludes loss or damage to contents in basement rooms as a result of a rise in groundwater saturation levels (also known as a rise in the 'water table').
- 10. Impact with any of the buildings by any road vehicle or animal – Where this peril is active, it now excludes loss or damage caused by any domestic pets owned by or under the control of any member of your household, in addition to any domestic pets owned by you or your family.

### Contents additional benefits

- 13. Contents temporarily removed – We have updated this benefit as applying to contents temporarily removed from the main building or domestic outbuildings of the private home to another premises where you or any member of your family are temporarily living in Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands. No cover will apply for theft or attempted theft unless force and violence is used to gain entry to or exit from a building where you or your family are temporarily living, or in the case of student accommodation, a locked room.
- 14. Visitor or employee personal belongings – We have updated this benefit as applying to the personal belongings of both domestic employees and visitors to the private home (excluding paying guests), provided the loss or damage occurs in the main building of the private home and is caused by an insured peril.
- 15. Fixed entertainment equipment – We have updated this benefit as applying to fixed television sets, audio, video and home computer equipment which is not

## Changes to this policy booklet

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	<p>designed to be portable, provided you are legally responsible for the equipment or it belongs to you or a member of your family who is permanently living with you.</p> <ul style="list-style-type: none"><li>• 17. Door locks replacement – We have extended this benefit to cover external door locks in the private home or any domestic outbuilding, any domestic safe, or any burglar alarm key switch, if the keys (or keyless entry devices) have been lost, damaged or stolen and cannot be recovered.</li><li>• 18. Unauthorised use of bank or credit cards – This benefit now applies only in Ireland, Northern Ireland, Great Britain and Europe, or for up to 60 days in the rest of the world. However any losses which are recoverable from your card provider are excluded.</li><li>• 19. Contents in the open – We have extended this benefit as applying not only to theft, but also to loss of or damage to contents in the open caused by any other insured peril.</li><li>• 20. Loss of domestic heating oil or gas – We have extended this benefit as applying to loss of domestic heating gas as well as oil.</li><li>• 21. Wedding presents – We have updated this benefit as applying in the event of your wedding or the wedding of any member of your family permanently living with you, provided a claim is not made elsewhere under any other insurance policy.</li><li>• 22. Christmas presents – We have updated this benefit as applying for a period of 30 days before and after Christmas day each year, provided a claim is not made elsewhere under any other insurance policy.</li><li>• 23. Jury service – We have updated this benefit as applying to you or your spouse or partner permanently living with you in the private home.</li><li>• 24. Title deeds – We have extended this benefit as applying to damage by an insured peril while the deeds are with your building society or solicitor, as well as with your bank or in the private home.</li><li>• 25. Death benefit for you or your spouse or partner – We have updated this benefit to apply as a once-off benefit in the event of your death or the death of your spouse or partner permanently living with you in the private home, if the death occurs from outward, visible and violent injury directly caused by fire in the private home, or burglars or intruders within the boundary walls of the private home.</li><li>• 28. Loss of food in a fridge or freezer – We have updated this benefit as applying to loss of food in a fridge as well as a freezer caused by contamination from refrigerant or refrigerant fumes as well as a rise or fall in temperature. However, no cover is provided for loss, destruction or damage arising from your power supply being cut-off, withheld, rationed or restricted by the electricity supplier or power supply authority, in the absence of any loss of or damage to the power supply station, equipment, infrastructure or network.</li><li>• 29. Alternative accommodation – We have now included this benefit under Section 1B–Contents as well as Section 1A–Buildings, so that it is available to customers who purchase contents cover only.</li></ul> <p><b>Accidental damage to contents (optional cover)</b></p> <p>If your policy includes this cover, it now excludes any accidental damage to records, tapes, cassettes, discs, software or data carrying devices. In addition, accidental damage to contents cover now specifically excludes damage occurring in any domestic outbuilding or damage arising from maintenance, taking apart, misuse or breakdown.</p>
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<p><b>Liability protection</b></p> <ul style="list-style-type: none"> <li>• <b>Section 1A–Buildings–22. Property owner’s liability</b></li> <li>• <b>Section 5A–Liability to domestic employees</b></li> <li>• <b>Section 5B–Occupier and personal liability</b></li> </ul>	<p>We have included some new exclusions under our liability protection covers.</p> <p><b>All liability sections</b></p> <p>You should be aware that we will not pay for any claim, cost or liability in connection with the following under additional benefit ‘22. Property owner’s liability’ of Section 1A–Buildings or ‘Section 5A–Liability to domestic employees’ or ‘Section 5B–Occupier and personal liability’, where these covers apply to your policy:</p> <ul style="list-style-type: none"> <li>• Bodily injury or third party property damage covered under a motor insurance policy or for which you are legally required to arrange motor insurance.</li> <li>• Any passenger lift, elevator, escalator, stairlift or medical hoist, unless it is inspected and serviced and where necessary, repaired, in compliance with any statutory requirements.</li> <li>• Any wilful, malicious, deliberate or reckless act committed by you or any member of your family or your household or by anyone who is lawfully in the private home.</li> </ul> <p><b>Property owner’s liability &amp; Occupier and personal liability</b></p> <p>You should be aware that we will not pay for any claim, cost or liability in connection with the following under additional benefit ‘22. Property owner’s liability’ of Section 1A–Buildings or ‘Section 5B–Occupier and personal liability’, where these covers apply to your policy:</p> <ul style="list-style-type: none"> <li>• Contracts not fulfilled properly, efficiently, any breach of contract, or any penalty under contract.</li> <li>• Magnetic, electric or electromagnetic fields, or radiation.</li> <li>• The cost of remedying any defect or alleged defect in any lands, buildings, or structures.</li> <li>• Asbestos.</li> </ul> <p><b>Liability to domestic employees &amp; Occupier and personal liability</b></p> <p>You should be aware that we will not pay for any claim, cost or liability in connection with the following under ‘Section 5A–Liability to domestic employees’ or ‘Section 5B–Occupier and personal liability’, where these covers apply to your policy:</p> <ul style="list-style-type: none"> <li>• Any profession, trade, business, or the use of any building as a commercial store, other than:             <ul style="list-style-type: none"> <li>– The provision of a child-minding service in the private home for up to a maximum of three children at any one time.</li> <li>– The letting of overnight accommodation for up to a maximum of two paying guests at any one time.</li> <li>– Office work carried out at the private home which does not involve any visitors to the private home.</li> </ul> </li> <li>• Mechanically propelled plant or equipment owned by or in the custody or control of you or any member of your family or your household (except for the following at the private home in situations where you are not required to hold motor insurance: pedestrian-controlled garden implements, ride-on lawnmowers, parked trailers and caravans while detached from a vehicle, hand-propelled boats and non-motorised model aircraft).</li> <li>• Any commercial wind turbine or commercial power generating equipment owned by or in the custody or control of you or any member of your family or your household.</li> <li>• Dangerous implements, equipment or machinery while being used other than in the private home.</li> </ul>
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	<p><b>Occupier and personal liability</b></p> <p>You should be aware that we will not pay for any claim, cost or liability in connection with the following under 'Section 5B-Occupier and personal liability', where this cover applies to your policy:</p> <ul style="list-style-type: none"> <li>• Libel, slander, defamation, or infringement of intellectual property.</li> <li>• Any commercial breeding, training or housing of animals or any involvement in hosting or arranging any animal shows or events.</li> <li>• Any breach of Control of Horses laws and regulations.</li> </ul> <p><b>Property owner's liability only</b></p> <p>You should be aware that we will not pay for any claim, cost or liability in connection with the following under additional benefit '22. Property owner's liability' of Section 1A-Buildings, where this cover applies to your policy:</p> <ul style="list-style-type: none"> <li>• Any property not in the definition of buildings under your policy.</li> </ul>
<p><b>Section 2-All risks and Section 3-Sports equipment</b></p>	<p><b>Section 2-Sports equipment and Section 3-All risks</b></p> <p>If 'Section 2-Sports equipment' or 'Section 3-All risks' is active under your policy, the following changes apply:</p> <ul style="list-style-type: none"> <li>• Additional conditions – Sports equipment and All risks covers apply only to items owned by you or any member of your family who is permanently living with you. In the event of a claim, you must provide evidence of ownership or financial loss, of value, of the details surrounding loss, and evidence that the item cannot be recovered.</li> <li>• Additional exclusions – We will not pay for any loss or damage under Section 2-Sports equipment or Section 3-All risks, in connection with any of the following: <ul style="list-style-type: none"> <li>– Theft or attempted theft in which any paying guest is involved.</li> <li>– Loss or damage covered by a guarantee or recoverable under any other insurance policy.</li> <li>– Any improvement or betterment to increase the value or condition of an item beyond what it was at the time of loss or damage.</li> <li>– Wear and tear, gradual deterioration or depreciation in value, insects, vermin, fungus, rot, mildew or corrosion, atmospheric conditions.</li> <li>– The action of light or any process of heating, drying, cleaning, dyeing, alteration, restoration or repair, chewing, scratching, tearing or fouling by domestic pets belonging to you or a member of your household.</li> <li>– Mechanical or electrical breakdown, inherent defect, faulty workmanship or design or the use of faulty materials or parts.</li> <li>– Theft of any item from an unattended vehicle, unless all windows including sunroofs and doors are securely locked and the item is concealed within a compartment or locked boot.</li> </ul> </li> </ul> <p><b>Section 2-All risks</b></p> <p>If 'Section 3-All risks' is active under your policy, the following changes also apply:</p> <ul style="list-style-type: none"> <li>• Unspecified personal belongings – If you purchase cover for 'unspecified personal belongings', we have clarified that this does not apply to any musical instrument, item of sports equipment or pedal cycle. If you would like to insure these items on an all risks basis, you will need to request that they are included separately under your policy.</li> </ul>

## Changes to this policy booklet

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	<ul style="list-style-type: none"><li>• Additional exclusions – We will not pay for any loss or damage under Section 3–All risks, in connection with any of the following:<ul style="list-style-type: none"><li>– Damage caused by scratching to watches or clocks (other than damage caused by fire or thieves)</li><li>– Individual charms unless soldered to a bracelet.</li><li>– Breakage of strings, reeds, drum heads or any other consumable part or accessory of a musical instrument.</li><li>– Any motorised or electric vehicle.</li></ul></li></ul>
<b>Section 6– Home emergency assistance</b>	<p>If 'Section 6–Home emergency assistance' is active under your policy, the following changes apply:</p> <ul style="list-style-type: none"><li>• The limit on the cost of the callout, labour and materials needed to carry out an emergency repair has been increase from €200 for each emergency and €254 for glazing, to €300 in all cases covered by the MAPFRE Home emergency assistance service.</li><li>• The urgent message relay benefit has been removed from MAPFRE Home emergency assistance service.</li><li>• The following additional exclusions apply to the MAPFRE Home emergency assistance service:<ul style="list-style-type: none"><li>– Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.</li><li>– Any assistance requests if you knowingly provide false or misleading information.</li><li>– Any incident brought about by an avoidable or wilful or deliberate act committed by you or any act you consented to or reasonably should have known would cause loss or damage.</li></ul></li><li>• MAPFRE may refuse assistance if there is any risk to the safety or security of the attending tradesperson.</li></ul>

## July 2021

### Changes we introduced with policy booklet version HMP PD 2021 09

#### V1.0

<b>Policy booklet changes</b>	We have included new information to explain how changes will be made to this policy booklet. For details, you will need to read the information under 'This policy booklet' at the start of the document, together with the 'Changes to this policy booklet' information at the end of the document.
<b>Your duty</b>	The duties and obligations relating to General Condition 1 have been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read the 'Duty of disclosure' and 'Failure to meet this duty' information at the start of this policy booklet, together with the full outline of 'Your duty' under the General conditions of this policy booklet.
<b>Policy cancellation</b>	The cancellation condition has been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read 'Cancellation of the policy', under the General Conditions of this policy booklet.
<b>Retention</b>	The conditions relating to retention of premium while rebuilding or repair work is being complete have been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read the 'Retention' information under the 'How we will settle your claim' heading in Section 1A-Buildings, of this policy booklet.

H2 PD 2022 12 V1.1

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