



Household

Insurance Policy

WELCOME TO RSA

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IMPORTANT: The Schedule provided with this Policy shows the relevant Sections and Endorsements that apply to Your insurance.

Important Notice

We are committed to providing Our customers with a high standard of service at all times.

Customer Complaints Procedure

We are anxious to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of Our service or products not meeting customer expectations.

If You have any complaint about the insurance contract, You should contact:

- 123.ie, P.O. Box 12123, Dublin 18.
Tel: 1890 231 123.

Our Complaints Procedures ensure that we will respond to complaints within the timelines set out in the Consumer Protection Code. We will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

We will endeavour to resolve complaints quickly but if this is not possible we will provide written updates at intervals of not greater than 20 business days. If the complaint is not resolved within 40 business days we will inform you of the anticipated timeframe for resolution and your right to refer the matter to the Financial Services Ombudsman's Bureau.

If Your complaint is not resolved to Your satisfaction, You may contact the following organisations:

- The Insurance Information Service of Insurance Ireland,
Insurance House,
39 Molesworth Street,
Dublin 2.

Tel: 01 676 1914

Fax: 01 676 1943

E-mail: iis@insuranceireland.eu

Website: www.insuranceireland.eu

The service can advise You on how to continue further, and may be able to help sort the problem out.

Contacting Insurance Ireland will not affect Your right to refer Your complaint to the Financial Services Ombudsman's Bureau.

- The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House,
Lincoln Place,
Dublin 2
Tel: 1890 88 20 90 or 01 - 6620899
Fax: 01 6620890
E-mail: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

You may only appeal a Financial Services Ombudsman's finding to the High Court.

We will not bear the cost of an appeal You bring.

Language

All communications in respect of this Policy will be in English.

Conflicts of Interest

Occasions may arise where We or one of Our associated Companies or product providers will have a potential conflict of interest with business being transacted for You. If this happens and We become aware that a potential conflict exists We will take steps to ensure fair treatment.

RSA HOME INSURANCE POLICY

RSA Customer Service

This is Your Home Insurance Policy. PLEASE READ IT CAREFULLY. It sets out the details of the contract You have made with Us. The Policy Schedule and Declaration Statement of Fact form part of this contract.

We confirm that We will insure You in the terms set out in this Policy for any period for which You offer Us Your premium and We accept it.

The Schedule and any Endorsements are all part of Your Policy and shall be considered as one document. Check Your Schedule to find out which Sections You have insured and read them along with Your Policy. You should also pay particular attention to the Conditions and Exclusions set out on Pages 52 - 60 as these apply to all Sections.

Whilst Your Home Insurance Policy insures You against a wide range of contingencies, it does not insure You against every possible loss, for example, it is not a maintenance contract, and if the only damage is due to wear, tear or deterioration there is no cover under Your Policy. If damage is caused by War Risks, Sonic Bangs, or Radioactive Contamination You should contact the appropriate Government Department or other Authority to recover Your loss as Your Home Insurance Policy along with all other Household policies does not insure You against these types of damage.

Premiums are subject to Government Levy and/or contribution where applicable.

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which become or may become due and payable by the insurers

under this Policy shall be payable and paid in the Republic of Ireland.

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended).

All monies referred to and/or due under this Policy are expressed in and/or payable in Euro.

Law applicable to Contract

Under relevant European (The European Communities (Non-Life Insurance) Framework Regulations 1994 (The "Framework Regulations")) and Irish law the parties to a proposed contract of insurance (RSA Insurance Ireland Limited and You, the Proposer) are free to choose the law applicable to that contract. We propose that Irish law will apply to the contract. The insurer with which Your contract will be concluded is RSA Insurance Ireland Limited which is established in Ireland.

Cooling-Off Period

You have the right to withdraw from Your Policy, without penalty within 14 days from the inception date of Your Policy or the date You receive Your Policy documents, whichever is later. To withdraw from a Policy within the cooling off period, You need to send 123.ie a request in writing quoting Your Policy number. Should You exercise Your right to withdraw, it will mean no Policy was ever put in place and provided that You have not made a claim, We will refund You any premium paid in full.

RSA HOME INSURANCE POLICY(CONT)

Duty of Disclosure

The information provided by the Insured is shown in the Statement of Fact. Please check that all of the information is accurate. If there are any errors please contact us immediately. Your attention is drawn particularly to Section 8 Terms and Conditions on page 52 of the Policy. The cover granted and the premium calculated are based on the information provided by the Insured. You must give us immediate notification of any change in the risk which materially affects this insurance. Failure to disclose all material information, or disclosures of false information could result in the policy becoming void, a claim not being paid, claims paid being recovered from you, you becoming liable for additional premiums which we reserve the right to collect and Terms and Conditions of the policy being amended. Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. Please note also, that failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

Material information is any fact that RSA Insurance Ireland Limited (RSA) would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would reasonably change the premium we charge, or would change a decision to provide you with insurance. Information we require includes for example, if You make any alteration to Your property, which makes

losses more likely to happen or more serious if they do or if You move house. If You do not let Us know You could invalidate Your Policy. Remember to tell Us if You plan to leave Your Home Unoccupied for more than 30 consecutive days, details of any claims previously made or submitted by you. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. If you are in any doubt as to whether a fact or change is material or not, please contact us. Misrepresentation or non disclosure of a Material Fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

PLEASE READ YOUR HOME INSURANCE POLICY THOROUGHLY TO MAKE SURE THAT IT MEETS ALL YOUR REQUIREMENTS.

RSA is a registered business name of RSA Insurance Ireland Limited. RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, company number: 148094
Tel: 1890 231 123.



Brian Hughes
Director of Personal Underwriting
RSA Insurance Ireland Limited

DEFINITIONS

The following words shall have the same meaning wherever they appear in this Policy:

Asbestos	Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.
Asbestos Dust	Asbestos Dust shall mean fibres or particles of Asbestos
Buildings	<p>The Buildings are defined as</p> <ol style="list-style-type: none"> 1. the Home built with brick, stone or concrete and roofed substantially with slates, tiles or other incombustible materials including fixtures and fittings therein and thereon (the Home) 2. domestic outbuildings, garages, swimming pools (but not outdoor spas or hot tubs) and tennis courts including private wells, wind turbines, solar panels, fixtures and fittings therein and thereon (the Home) within the boundaries of the address shown on the schedule 3. fuel storage tanks and their contents 4. terraces, patios, driveways, footpaths, walls, gates, fences, lawns, hedges, trees, shrubs and plants all situate at the Home
Contents	<p>Household Goods and Personal Effects in Your Home or its domestic outbuildings or garages belonging to You (or for which You are legally responsible) or belonging to members of Your Household or to Domestic Employees permanently residing with You</p> <p>The maximum amount payable for Money is €350 in respect of any one claim</p> <p>The maximum amount payable in respect of any one article or item is 10% of the Contents sum insured</p> <p>The maximum amount payable in respect of the total of all High Value Items at the Home is 50% of the Contents sum insured</p> <p>Home office equipment, being personal computers, printers, facsimile machines, telephone answering machines and the like, is included in the Contents Sum Insured and limited to a maximum of €4,000 in respect of any one claim</p> <p>Contents does not include</p> <ol style="list-style-type: none"> 1. Property otherwise insured 2. Property primarily held for professional or business purposes other than as specified above 3. Motor vehicles (other than mechanically-propelled lawnmowers), marine craft, caravans and trailers, aircraft or parts, keys or accessories of, on in any of them 4. Animals and livestock 5. Bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned as being insured 6. Any part of the structure of Your Home or any landlord's fixtures and fittings

DEFINITIONS

Domestic Employee	Any person employed by the Insured in a private capacity in connection with the Home including the repair, maintenance or decoration thereof
Endorsement	Any alteration endorsed to this Policy wording
Excess	The amount of any loss that You must pay yourself as indicated in the Schedule
Fees	<p>Fees for Architects, surveyors and other professionals registered under the Building Act which You have to pay in connection with repairing or reinstating the Buildings. Fees not covered:</p> <ul style="list-style-type: none"> - Those which You have to pay to prepare a claim - Those which You incur without Our permission
High Value Item	<p>Any item, set or collection of</p> <ul style="list-style-type: none"> (i) jewellery or precious metals (ii) pictures, paintings, books or other works of art (iii) furs (iv) antiques (v) fine wine (vi) stamps or coins
Holiday Home	A house, bungalow, or self-contained purpose-built apartment at the address shown in the Schedule which is not Your main residence and used solely for recreational and non-business purposes
Home	The house, bungalow or self-contained purpose-built apartment occupied for residential purposes only at the address shown in the Schedule
Household	You and others permanently residing with You other than paying guests
Local Authority Requirements	<p>The additional costs You have to pay, with Our consent, to meet Local Authority Requirements when repairing or reinstating damage to the Buildings</p> <p>Costs not covered:</p> <ul style="list-style-type: none"> - Any cost for complying with requirements or regulations of which You are aware before the loss or damage occurred
Money	Banknotes, coins, cheques, bank drafts, postal or money orders, stamps (not forming part of a collection), savings stamps or certificates, premium bonds, gift tokens, luncheon vouchers, travel tickets, travellers cheques or credit notes
Period of Insurance	The duration of this Policy as shown in the Schedule and any further period for which We accept payment of premium for the renewal of this Policy

DEFINITIONS

Personal Effects	Property normally worn, carried or used about the person in everyday life excluding contact lenses, hearing aids and dentures
Personal Possessions	Valuables, Personal Effects, sports equipment and clothing belonging to You or for which You are responsible
Policy	This Policy of insurance
Removal of Debris	Any amount We agree to pay for removing debris, demolishing, propping or shoring up parts of the Buildings which have been damaged by an insured cause excluding the costs of removal or reduction of trees.
Schedule	The Schedule enclosed with Your Policy which details the cover applicable to Your insurance
Tenant	Any person living in the Insured Residential Property under a rental or lease agreement with You
Tenanted	A property will be considered Tenanted when there is a current rental or lease agreement in place and the Tenant continues to reside in the property under that agreement
Unfurnished	Not adequately furnished or equipped for normal living purposes
Unoccupied	Not stayed in overnight by You, a member of Your Household, a Tenant or any other person authorised by You.
Untenanted	A property will be considered Untenanted when there is no current rental or lease agreement in place or where a Tenant has ceased to reside in the property before the expiry of an agreement.
We / Us / Our	RSA Insurance Ireland Limited
You / Your	The person(s) named on the Schedule as the Insured
Valuables	Jewellery, watches, furs, pictures, clocks, collections of coins, medals or stamps and any property made of precious metal

Other definitions are detailed in the Policy

SECTION I - BUILDINGS

COVER

We will cover You by payment or, at Our option, by reinstatement, replacement or repair, for loss or damage to the Buildings by any of the causes listed in Section I subject to the terms, conditions and exclusions set out in this Policy

In the event of loss or damage to the Buildings, Our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed thereon less the amount of the Excess stated in the Schedule in respect of each loss unless indicated elsewhere within the Policy wording

Your Policy covers loss or damage to the Buildings arising from the following causes:

INSURED CAUSES

1. Fire, lightning, explosion, earthquake or thunderbolt
2. Smoke
Meaning direct loss or damage from smoke including the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the Home
3. Storm or flood
4. Freezing or escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance

EXCLUSIONS

- We will not cover loss or damage arising from
- i any gradually operating cause
-
- We will not cover loss or damage caused by
- i smoke from fireplaces
 - ii smog or smudging or by agricultural or industrial operations
 - iii any gradually operating cause
-
- We will not cover loss or damage caused
- i to fences and gates, decking, lawns, hedges, trees, shrubs or plants
 - ii by frost
 - iii to roofs constructed with
 - a torch-on felt exceeding 10 years of age or
 - b any other type of felt exceeding 5 years of age
 - iv by any gradually operating cause
 - v unless there is a minimum wind speed of 48 knots
 - vi by weight of snow
-
- We will not cover
- i loss or damage caused by water leaking from shower units or baths
 - ii loss or damage to the component or appliance from which the water escapes

BUILDINGS

INSURED CAUSES

4. Freezing or escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance (continued)

EXCLUSIONS

We will not cover (continued)

- iii loss or damage while the Home is Unfurnished
- iv loss or damage where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- v loss or damage arising from any gradually operating cause
- vi where the damage is caused by escape of water from any fixed water or heating installation or domestic appliance the first €600 of each loss, unless a higher Voluntary Excess amount has been selected, will apply
- vii where the damage is caused by escape of water from external drains or public drainage systems.

5. Theft or attempted theft

We will not cover loss or damage

- i while the Home is Unfurnished
- ii where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- iii when any part of the Home is Tenanted, lent, let or sub-let or where accommodating paying guests unless involving entry by forcible and violent means
- iv caused by You or any members of Your Household or any other person lawfully at Your Home
- v which is not reported to the Gardaí or Police within 24 hours of discovery of such theft or attempted theft

6. Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance

We will not cover

- i loss or damage while the Home is Unfurnished
- ii loss or damage where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage

BUILDINGS

INSURED CAUSES

6. Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance (continued)

7. Impact by aircraft, aerial devices or articles dropped from them, rail vehicles or road vehicles or animals (not including domestic pets)

8. Falling trees and branches

9. Malicious Damage and Vandalism

EXCLUSIONS

We will not cover (continued)

- iii loss or damage by any gradually operating cause
- iv loss or damage to the component or appliance from which the oil escapes
- v remediation
 - a to a standard which will pose a risk to health or property or
 - b with the exception of emergency repairs, carried out by a contractor who is not approved by Us

We will not cover loss or damage arising from

- i any gradually operating cause

We will not cover

- i loss or damage caused by felling of trees or lopping of branches
- ii loss or damage to gates, hedges and fences
- iii the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy

We will not cover loss or damage

- i caused by any person lawfully in the Home or any person invited into the Home by You or a member of Your Household
- ii while the Home is Unfurnished
- iii where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- iv to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs or plants

BUILDINGS

INSURED CAUSES

10. Subsidence or heave of the site on which the Home stands

EXCLUSIONS

We will not cover

- i loss or damage resulting from demolition, structural alteration, structural repair or inadequate foundations
- ii loss or damage resulting from faulty workmanship, defective design, the use of defective materials, chemical action, settlement of newly made up ground, shrinkage or expansion or coastal, lake or river erosion
- iii loss or damage to boundary walls, gates, decking, fences, terraces, patios, driveways, footpaths, swimming pools or tennis courts unless the Home is damaged at the same time by this cause
- iv loss or damage resulting from the bedding down of any structure
- v loss or damage to solid floor slabs or damage resulting from the movement thereof unless the foundations beneath the external walls of the Home are damaged by the same cause and at the same time
- vi loss or damage where compensation is provided by legislation
- vii reduction in market value following repair
- viii loss or damage which originated before this insurance came into force
- ix the first €1,500 of each and every loss

BUILDINGS

INSURED CAUSES

11. Accidental Damage (only where indicated as being covered in the Schedule)

EXCLUSIONS

We will not cover

- i loss or damage to any part of the Home which is lent, let, sub-let or accommodating paying guests
- ii loss or damage caused by movement, settlement or shrinkage
- iii loss or damage caused by animals owned or in the care, custody or control of You or members of Your Household
- iv loss or damage caused by scratching, abrasion or denting
- v loss or damage arising from wear, tear, rust or corrosion
- vi loss or damage arising from gradual deterioration or any gradually operating cause
- vii the cost of maintenance or normal decoration
- viii loss or damage caused by mildew, rising damp, dry / wet rot, moths, vermin or insects or by atmospheric or climatic conditions
- ix loss or damage caused by any process of cleaning, washing, dyeing, repairing, maintaining, adjusting, dismantling, putting up or restoring any article
- x mechanical, electrical or electronic defects, breakdown or malfunction
- xi loss or damage caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them
- xii loss or damage resulting from tree root action
- xiii loss or damage caused by Your deliberate acts or those of members of Your Household
- xiv loss or damage arising from demolition, structural change or repair of Your Home
- xv loss or damage which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, Insured Causes (1) to (10) in Section 1 Buildings"
- xvi damage caused by weight of snow

BUILDINGS - ADDITIONAL BENEFITS

BENEFIT

EXCLUSIONS

Notwithstanding the Excess amount displayed on Your Schedule, if an Additional Benefit under the Buildings section of the Policy is the sole item being claimed for, then an Excess of €250.00 only will be applied for each and every claim. Otherwise the Policy Excess as displayed on Your Schedule will apply.

1. Alternative Accommodation

If the Home becomes uninhabitable because of loss or damage by causes 1 to 10, We will pay;

- i the amount of rent (if You have Tenants) You would have received but lost while the Home was uninhabitable or
- ii the reasonable cost of similar alternative accommodation for You until the Home becomes habitable again

The maximum amount that We will pay in respect of any one claim is 15% of the Buildings sum insured.

2. Breakage of Glass and Sanitary Fittings

We will pay for accidental breakage of

- i fixed glass in doors, windows, skylights, fanlights or verandas
- ii fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings or fixed shower units

We will not cover

- i any item which is broken or cracked at the commencement of this insurance
- ii loss or damage caused by scratching or abrasion
- iii loss or damage while the Home is Unfurnished
- iv loss or damage where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage

BUILDINGS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
<p>3. Clean-up Expenses</p> <p>We will pay for vouched expenses incurred to clean up (but not to landscape) following the escape of oil from any fixed domestic system or appliance subject to a maximum of €2,000 in respect of any one claim</p>	<p>We will not cover loss or damage</p> <ul style="list-style-type: none"> i while the Home is Unfurnished ii where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage iii arising from any gradually operating cause
<p>4. Replacement of Door Locks</p> <p>We will pay for the cost of replacing external door locks and keys of Your Home when the keys of such locks have been stolen following a break-in at Your Home or following an assault on You or a member of Your Household</p> <p>The maximum amount payable will be €500 in respect of any one claim</p>	<p>We will not cover loss or damage</p> <ul style="list-style-type: none"> i if You do not report the incident or theft to the Gardaí or Police within 24 hours of discovery of the incident or theft ii occurring while the Home is lent, let, sub-let or accommodating paying guests
<p>5. Fire Brigade Charges</p> <p>We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for fire brigade attendance as a result of any incident involving fire affecting the Buildings in circumstances which give rise to a valid claim under this Policy</p> <p>The maximum amount payable will be €1,500 in respect of any one claim</p>	
<p>6. Purchaser's Interest</p> <p>If You have contracted to sell the Home, the contracting purchaser will have, at Your request, the benefit of this Section up to the date of completion of the sale</p> <p><i>This extension only applies if the Home is not otherwise insured and shall not prejudice Your or Our rights</i></p>	

BUILDINGS - ADDITIONAL BENEFITS

BENEFIT

EXCLUSIONS

7. Reinstatement of Sum Insured after Loss

The Sums Insured will not be reduced by the amount of any loss subject to the payment of any additional premium calculated by Us and compliance with any changes or improvements We wish You to make at the Home

8. Satellite Dishes, Television / Radio Aerials or Masts

We will cover You against loss or damage to external satellite dishes, television / radio aerials or masts for which You are legally responsible not exceeding 9 metres in height but subject to a maximum amount of €750 in respect of any one claim

9. Service Pipes and Cables

We will cover You for accidental damage to service pipes and cables for which You are legally responsible

We will not cover

- i the cost of replacing undamaged property

10. Trace and Access

We will pay up to €650 in respect of any one claim to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped

We will not cover loss or damage

- i to the item from which the escape occurred
- ii which occurs while the Home is Unfurnished
- iii which occurs while the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage

SECTION 2 - CONTENTS

COVER

We will cover You by payment or, at Our option, by reinstatement, replacement or repair, for loss or damage to the Contents by any of the causes listed in Section 2 subject to the terms, conditions and exclusions set out in this Policy

In the event of loss or damage to the Contents, Our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed thereon less the amount of the Excess stated in the Schedule in respect of each loss unless indicated to the contrary elsewhere within the Policy

Your Policy covers loss or damage to the Contents arising from the following causes:

INSURED CAUSES

1. Fire, lightning, explosion, earthquake or thunderbolt
2. Smoke
Meaning direct damage from smoke including the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the Home

3. Storm or flood

4. Freezing or escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance

EXCLUSIONS

We will not cover loss or damage arising from

- i any gradually operating cause

We will not cover loss or damage caused by

- i smoke from fireplaces
- ii smog or smudging or by agricultural or industrial operations
- iii by any gradually operating cause

We will not cover loss or damage

- i to garden furniture or trampolines
- ii caused by frost
- iii caused by any gradually operating cause
- iv unless there is a minimum wind speed of 48 knots
- v by weight of snow

We will not cover

- i loss or damage to the component or appliance from which the water escapes
- ii loss or damage while the Home is Unfurnished
- iii loss or damage where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- iv loss or damage arising from any gradually operating cause

CONTENTS

INSURED CAUSES

4. Freezing or escape or overflow of water from within any plumbing or heating system, fixed water apparatus or fixed domestic appliance (cont'd)

EXCLUSIONS

- v Where the damage is caused by escape of water from any fixed water or heating installation or domestic appliance the first €600 of each loss, unless a higher Voluntary Excess amount has been selected, will apply
- vi where the damage is caused by escape of water from external drains or public drainage systems.

5. Theft or Attempted Theft

We will not cover loss or damage

- i while the Home is Unfurnished
- ii where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- iii when any part of the Home is Tenanted, lent, let, sub-let or accommodating paying guests unless involving entry by forcible and violent means
- iv caused by You or any members of Your Household or any other person lawfully at Your Home
- v which is not reported to the Gardaí or Police within 24 hours of discovery of such theft or attempted theft

6. Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance

We will not cover

- i loss or damage while the Home is Unfurnished
- ii loss or damage where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- iii loss or damage by any gradually operating cause
- iv loss or damage to the component or appliance from which the oil escapes

CONTENTS

INSURED CAUSES

6. Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance (continued)

7. Impact by Aircraft, Aerial Devices or articles dropped from them, Rail Vehicles or Road Vehicles or Animals (not including domestic pets)

8. Falling Trees and Branches

9. Malicious Damage and Vandalism

10. Subsidence or Heave of the site on which the Home stands

EXCLUSIONS

We will not cover (continued)

- v remediation
 - a) to a standard which will pose a risk to health or property or
 - b) with the exception of emergency repairs, carried out by a contractor who is not approved by Us

We will not cover loss or damage

- i to Contents unless the Buildings are damaged by the same cause

We will not cover loss or damage

- i caused by felling of trees or lopping of branches
- ii arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy

We will not cover loss or damage

- i caused by any person lawfully in the Home or any person invited into the Home by You or a member of Your Household
- ii while the Home is Unfurnished
- iii where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage

We will not cover

- i loss or damage resulting from demolition, structural alteration, structural repair or inadequate foundations

CONTENTS

INSURED CAUSES

10. Subsidence or Heave of the site on which the Home stands (continued)

EXCLUSIONS

We will not cover (continued)

- ii loss or damage resulting from faulty workmanship, defective design, the use of defective materials, chemical action, settlement of newly made up ground, shrinkage or expansion or coastal, lake or river erosion
- iii resulting from the bedding down of any structure
- iv loss or damage to solid floor slabs or damage resulting from the movement thereof unless the foundations beneath the external walls of the Home are damaged by the same cause and at the same time
- v loss or damage to the Contents unless the Buildings are damaged simultaneously
- vi loss or damage where compensation is provided by legislation
- vii for reduction in market value following repair
- viii loss or damage which originated before this insurance came into force
- ix the first €1,500 of each and every loss

11. Accidental Damage (where indicated as being covered in the Schedule)

We will not cover

- i loss or damage by movement settlement or shrinkage
- ii loss or damage caused by animals owned or in the care, custody or control of You or members of Your Household
- iii loss or damage caused by scratching, abrasion or denting

CONTENTS

INSURED CAUSES

I I. Accidental Damage (continued)

EXCLUSIONS

We will not cover (continued)

- iv loss or damage arising from wear, tear, rust or corrosion
- v loss or damage arising from gradual deterioration or any gradually operating cause
- vi the cost of maintenance or normal decoration
- vii loss or damage caused by mildew, rising damp, dry / wet rot, moths, vermin, insects, atmospheric or climatic conditions
- viii loss or damage caused by any process of cleaning, washing, dyeing, repairing, maintaining, adjusting, dismantling, putting up or restoring any article
- ix loss or damage caused by mechanical, electrical or electronic defects, breakdown or malfunction
- x loss or damage caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them
- xi loss of or damage to clothing including furs
- xii loss of or damage to contact lenses, hearing aids or dentures
- xiii loss of or damage to pottery, porcelain, terracotta, glass or other fragile or brittle articles
- xiv loss of or damage to
 - a) photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting or dismantling of any part of such apparatus

CONTENTS

INSURED CAUSES

11. Accidental Damage (continued)

EXCLUSIONS

We will not cover (continued)

- b) lamps, tubes or electronic components in such apparatus
- xv loss of or damage to records or to audio, video or computer discs, tapes or cassettes
- xvi loss or damage resulting from tree root action
- xvii loss or damage caused by Your deliberate acts or those of members of Your Household
- xviii loss or damage caused by demolition structural change or repair of Your Home
- xix costs of maintenance
- xx loss of damage which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, Insured Causes (1) to (10) in Section 2 Contents
- xxi damage caused by weight of snow

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
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Notwithstanding the Excess amount displayed on Your Schedule, if an Additional Benefit under the Contents section of the Policy is the sole item being claimed for, then an Excess of €250.00 only will be applied for each and every claim. Otherwise the Policy Excess as displayed on Your Schedule will apply.

I. Alternative Accommodation

If the Home becomes uninhabitable because of loss or damage by causes I to IO, We will pay

- i the amount of rent (if You have Tenants) You would have received but lost while the Home was uninhabitable or
- ii the reasonable cost of similar alternative accommodation for You until the Home becomes habitable again

The maximum amount that We will pay in respect of any one claim is 15% of the Contents sum insured.

2. Breakage of Glass

We will pay for accidental breakage of fixed glass in furniture, hobs and mirrors

We will not cover loss or damage

- i to any item broken or cracked at the commencement of this insurance
- ii caused by scratching
- iii while the Home is Unfurnished
- iv where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
- v to hand mirrors, pictures or clocks
- vi occurring while the Home is Tenanted, lent, let, sub-let or accommodating paying guests

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
<p>3. Christmas Gifts</p> <p>The Contents sum insured is automatically increased by 10% during the month of December</p>	
<p>4. Clean Up Expenses</p> <p>We will pay for vouched clean-up costs incurred by You (but not to landscape) following the escape of oil from any fixed domestic system or appliance subject to a maximum amount of €2,000 in respect of any one claim</p>	<p>We will not cover loss or damage</p> <ul style="list-style-type: none"> i while the Home is Unfurnished ii where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage iii arising from any gradually operating cause
<p>5. Contents in the Open</p> <p>We will pay You up to €650 for loss or damage by an insured cause other than Section 2, Cause 11 (Accidental Damage) to Contents in the open within the boundaries of Your Home</p>	<p>We will not cover</p> <ul style="list-style-type: none"> i loss or damage caused by storm or flood ii loss or damage caused by weight of snow iii Money iv loss or damage caused by impact other than impact by a vehicle train or animal v any bicycle which has not been secured with a suitable locking device to a permanent fixture vi any amount in excess of €125 to any bicycle vii loss or damage while the Home is Unfurnished viii loss or damage while the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
<p>6. Replacement of Door Locks</p> <p>We will pay the cost of replacing external door locks and keys of Your Home where the keys of such locks have been stolen following a break-in at the Home</p>	<p>We will not cover loss or damage</p> <ul style="list-style-type: none"> i if You do not report the incident or theft to the Gardaí or Police within 24 hours of discovery of the incident or theft ii occurring while the Home is Tenanted, lent, let, sub-let or accommodating paying guests

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
<p>6. Replacement of Door Locks (cont'd)</p> <p>or following an assault on You or a member of Your Household. The maximum amount payable will be €500 in respect of any one claim</p>	
<p>7. Fire Brigade Charges</p> <p>We will pay the cost of the charges imposed on You by a local authority (as permitted by legislation) for Fire Brigade attendance as a result of any incident involving fire affecting the Contents in circumstances which give rise to a valid claim under this Policy The maximum amount payable will be €1,500 in respect of any one claim</p>	
<p>8. Fraudulent use of Credit, Debit, Charge, Cheque or Cash Cards</p> <p>We will pay You up to €500 in respect of all claims resulting from the loss of a credit, debit, charge, cheque and/or cash card belonging to You or Your spouse and subsequent fraudulent use by any unauthorised person</p>	<p>We will not cover loss or damage</p> <ul style="list-style-type: none">i following failure to comply with the terms and conditions of the card providerii arising from the card being confiscated or held legally by officials or authoritiesiii occurring while the Home is Tenanted, lent, let, sub-let or accommodating paying guestsiv for shortages caused by mistakesv where the loss of the card is not reported to the Gardaí or Police and the card provider within 24 hours after discovery that it is missingvi following unauthorised use by any member of Your Household
<p>9. Freezer and Refrigerator Contents</p> <p>We will pay up to €500 in respect of any one claim by payment or, at Our option, by replacement for loss or damage to food in Your deep freezer or refrigerator caused by rise or fall in</p>	<p>We will not cover loss or damage</p> <ul style="list-style-type: none">i due to any deliberate act by You or Your electricity providerii due to any consequence of strikes, labour or political disturbancesiii if the unit is more than 10 years old

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
<p>9. Freezer and Refrigerator Contents (cont'd)</p> <p>temperature or contamination or by refrigeration fumes resulting from</p> <ul style="list-style-type: none"> i accidental damage to the appliance ii failure of the appliance due to its own defect iii accidental failure of the public supply of electricity 	<ul style="list-style-type: none"> iv occurring while the Home is Tenanted, lent, let, sub-let or accommodating paying guests v where the Home is Unfurnished vi where the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
<p>10. Household Removal</p> <p>We will pay for loss of or damage to Contents whilst in the course of removal only by a professional furniture removal contractor from the Home to Your new permanent residence in Ireland</p>	<p>We will not cover</p> <ul style="list-style-type: none"> i loss or damage to property while in storage away from the removal vehicle ii loss by theft or attempted theft from any unattended vehicle <ul style="list-style-type: none"> a) unless all windows, including sunroof, and doors are securely locked b) unless, in the case of a convertible vehicle, the roof is securely locked c) unless the property is completely concealed within a closed compartment or locked boot iii loss or damage recoverable from any other source iv loss of Money, credit, debit, charge, cheque or cash cards v loss or damage to glassware china, pottery, porcelain, terracotta or other brittle or fragile articles unless they have been packed for removal by professional packers vi loss or damage other than by fire, explosion, lightning, earthquake, smoke, theft or attempted theft only
<p>11. Paying Guests</p> <p>We agree that up to two paying guests may stay at the Home at any one time</p>	<p>We will not cover</p> <ul style="list-style-type: none"> i loss or damage by theft or attempted theft unless involving entry by forcible or violent means

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
I 1. Paying Guests (Cont'd)	<div><div>ii</div><div>malicious damage or vandalism caused by a paying guest</div></div> <div><div>iii</div><div>loss or damage where the paying guest is a local authority referral, funded by the government or local agency, is housed under special contract or is a student unless expressly agreed in writing by Us</div></div>
I 2. Reinstatement of Sum Insured after Loss <div>The Sums Insured will not be reduced by the amount of any loss subject to the payment of any additional premium calculated by Us and compliance with any changes or improvements We require You to make at the Home</div>	
I 3. Shopping <div>We will pay up to €320 in respect of any one claim for loss of or damage to food and other goods while You or a member of Your Household are transporting them from the shop where You bought them to Your Home</div>	<div>We will not cover loss or damage</div> <div><div>i</div><div>by theft or attempted theft from any unattended vehicle</div><div><div>a)</div><div>unless all windows, including sunroof, and doors are securely locked</div></div><div><div>b)</div><div>unless, in the case of a convertible vehicle, the roof is securely locked</div></div><div><div>c)</div><div>unless the property is completely concealed within a closed compartment or locked boot</div></div></div>
I 4. Temporary Removal of Property <div>We will pay for loss or damage to Contents by an insured cause while temporarily removed from Your Home but remaining in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or The Isle of Man</div> <div>In the event of loss or damage the amount recoverable will be limited to</div>	<div>We will not cover loss or damage</div> <div><div>i</div><div>by storm or flood to property in transit or in the open</div><div><div>ii</div><div>arising from Insured Cause II (accidental damage) herein</div></div><div><div>iii</div><div>to property otherwise insured</div></div><div><div>iv</div><div>to property removed for sale or exhibition or to a furniture depository</div></div><div><div>v</div><div>occurring while the Home is Tenanted,</div></div></div>

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
14. Temporary Removal of Property (cont'd) 15% of the Sum Insured on Contents	lent, let, sub-let or accommodating paying guests vi by malicious damage or vandalism vii of Money, credit, debit, charge, cheque or cash cards viii to audio equipment, video equipment, televisions or other similar equipment ix to personal computers, laptops or other computer equipment including accessories x to cameras, camcorders or other similar equipment including accessories xi loss or damage to personal entertainment devices such as Sony Playstation, Microsoft X-Box, Sony PSP, Nintendo Wii, Nintendo DS or i-Pod devices or Blu-Ray, MP3 or DVD players or other similar devices including accessories xii to portable communication devices such as mobile telephones or Blackberrys or other similar devices xiii to bicycles xiv by theft or any attempt thereat other than <ul style="list-style-type: none"> a) from any bank or safe deposit or occupied house b) from any building where You or any member of Your Household is temporarily staying c) involving entry to or exit from a building by forcible and violent means d) during removal to or from any bank or safe deposit while in the custody of You or a member of Your Household

CONTENTS - ADDITIONAL BENEFITS

BENEFIT	EXCLUSIONS
15. Title Deeds We will pay up to €650 in respect of any one claim to cover the cost of preparing new title deeds to the Home if they are lost or damaged while in the Home or in Your bank for safe-keeping	We will not cover loss or damage <ul style="list-style-type: none"> i occurring while the Home is Tenanted, lent, let, sub-let or accommodating paying guests, other than losses whilst in Your bank for safe-keeping
16. Trace and Access We will pay up to €650 in respect of any one claim to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped	We will not cover loss or damage <ul style="list-style-type: none"> i to the item from which the escape occurred ii which occurs while the Home is Unfurnished iii which occurs while the Home has been Unoccupied for more than 30 consecutive days immediately prior to the loss or damage
17. Visitors and Guest Property We will pay up to €500 in respect of any one claim for loss or damage to the property of visitors and guests by an insured cause	We will not cover <ul style="list-style-type: none"> i loss or damage to the property otherwise insured ii loss of Money iii any amount in excess of €125 for any bicycle
18. Wedding Gifts The Contents Sum Insured is automatically increased by 10% for a period of one month before and one month after the wedding day of You or a member of Your Household	We will not cover loss or damage <ul style="list-style-type: none"> i which You/Your Household are covered for under another contract of insurance ii occurring while the Home is Tenanted, lent, let, sub-let or accommodating paying guests

SECTION 3 - LIABILITY TO OTHERS

COVER

1. Liability to Domestic Employees

We will cover You or members of Your Household for all sums which You become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee

The amount payable is in respect of any one event or series of events constituting one occurrence shall not exceed €3,175,000 inclusive of all legal fees and other expenses

2. Liability to Others

We will cover You against all sums which You become legally liable to pay

- i as owner and/or occupier of the Home and
- ii in a personal capacity within the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man, The Channel Islands or elsewhere in the world in the course of a visit not planned to last more than 60 consecutive days for;
 - i death, bodily injury or illness to any person other than
 - a) members of Your Household
 - b) Your Domestic Employees or Domestic Employees of members of Your Household

EXCLUSIONS

We will not cover liability

- i in respect of any action for damages brought in a Court of Law outside the Republic of Ireland
- ii assumed under any agreement or contract unless liability would have attached in the absence of that agreement or contract
- iii in respect of death, bodily injury or illness caused to other members of Your Household
- iv arising from the Home while Tenanted, lent, let or sub-let
- v for Your legal responsibility arising from passing on any contagious disease or virus

We will not cover liability

- i arising from the ownership, possession or use of any
 - a) mechanically or electrically propelled vehicle,
 - b) caravan, aircraft, motor or sail boat (other than model boats or aircraft)
 - c) horse-drawn vehicle or craft

but this exclusion does not apply to mechanically propelled lawnmowers being operated by anyone 15 years of age or over at Your Home

This extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending Statutes

LIABILITY TO OTHERS

COVER

2. Liability to Others (continued)

- ii accidental damage to property other than property belonging to or under the control of
 - a) You
 - b) members of Your Household
 - c) Your Domestic Employees or Domestic Employees of members of Your Household

caused by

- i You
- ii members of Your Household (other than Domestic Employees)
- iii Domestic Employees in the course of their employment

We will also indemnify, in a like manner, members of Your Household

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €3,175,000 inclusive of all legal fees and other expenses

EXCLUSIONS

We will not cover liability (continued)

- ii in respect of the ownership, possession or use of any animal but this exclusion does not apply to ponies, saddle horses, domestic cats and dogs (other than the ownership, possession or use of dangerous dogs as specified in regulations made under the "Control of Dogs Act 1986" or amendments thereon if such ownership, possession or use is not in accordance with the provisions of such regulations.)
- iii arising from the ownership of any land or building other than the Home
- iv arising from the occupation of any land or building other than the Home specified in the Schedule
- v arising from Asbestos and Asbestos Dust
- vi for any contagious disease arising from the use of any spa, whirlpool, hot-tub or sauna unless it is disinfected and maintained according to the manufacturer's recommendations
- vii arising from any profession, trade or business other than the provision of
 - a) a child minding facility at the Home of not more than two children
 - b) accommodation for not more than two paying guests
- viii arising from any wilful or malicious act
- ix arising from the ownership, possession, use or discharge of any firearm other than firearms licensed for sporting activities
- x assumed under any agreement or contract unless liability would have attached in the absence of that agreement or contract

LIABILITY TO OTHERS

COVER	EXCLUSIONS
<p>2. Liability to Others (continued)</p>	<p>We will not cover liability (continued)</p> <p>xi arising from the use of dangerous implements such as chainsaws, blow-torches, kango-hammers, welding equipment and/or any equipment necessitating the use of protective equipment or clothing which are being used other than at the Home</p> <p>xii arising from work of a construction or reconstruction nature or structural alterations or demolition</p> <p>xiii arising from the transmission of any communicable disease by You or any member of Your Household</p>
<p>EXTENSION</p> <p>I. Extension</p> <p>In the event of Your death, We will, in respect of liability incurred by You, cover Your personal representatives in the terms of and subject to the limitations set out herein, provided such personal representatives will as though they were You, observe, fulfill and be subject to the terms, conditions and exclusions of the Policy insofar as they can apply</p>	

SECTION 4 - ALL RISKS COVER

The following insurance applies ONLY when an All Risks Sum Insured is shown in the Schedule

COVER

All Risks Cover

We will cover You by payment or, at Our option, by reinstatement, replacement or repair, for loss or damage caused to

- 1. any item specified in the Schedule up to the sum insured shown against that item
- 2. other items up to the Unspecified items sum insured shown in the Schedule in respect of any one claim subject the following limits
 - (i) €350 in respect of any one claim for Money
 - (ii) €1,000 in respect of any one item other than where specified in the Schedule under (1) above and in respect of Money as referenced in this section (2.i)

We will deduct the amount of the Excess stated in the Schedule in respect of each loss other than for Money.

Geographical Limits

The cover provided by this Section applies to insured property in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man and for not more than 60 days in any one Period of Insurance while elsewhere in the world

EXCLUSIONS

We will not cover the following, either as a specified item or an unspecified item;

- i. loss of or damage to camping equipment
- ii. loss of or damage to documents of any kind
- iii. loss of or damage to any item used for business, trade or professional purposes
- iv. loss of or damage to household goods
- v. loss of or damage to pottery, porcelain, terracotta, glass or other fragile or brittle items other than by fire and theft
- vi. theft of any bicycle (or of its tyres, accessories or fittings) left both unlocked and unattended away from the Home
- vii. loss of or damage to any bicycle while being used for racing or while used for hire or reward
- viii. loss of or damage to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time
- ix. theft or attempted theft of an item from any unattended vehicle
 - a) unless all windows, including sunroof, and doors are securely locked
 - b) unless, in the case of a convertible vehicle, the roof is securely locked

ALL RISKS COVER

COVER

All Risks Cover(continued)

EXCLUSIONS

- c) unless the property is completely concealed within a closed compartment or locked boot
- x loss of or damage to sports equipment while in use
- xi loss of or damage to golf clubs or sets left unattended in or outside any golf club
- xii damage to guns where the damage is caused by bursting or rusting
- xiii loss of or damage to musical instruments used or held for business or professional purposes
- xiv damage to reeds, strings or skins of musical instruments
- xv damage caused by animals owned or in the care, custody or control of You or members of Your Household

Unless the following are specified items on the Schedule and subject to the above exclusions We will not cover;

- i loss of or damage to all sports equipment including those used for water sports or for winter sports
- ii loss of or damage to personal computers, laptops or other computer equipment including accessories
- iii loss of or damage to personal electronic entertainment devices such as Sony Playstation, Microsoft X-Box, Sony PSP, Nintendo Wii, Nintendo DS or i-Pod devices or Blu-Ray, MP3 or DVD players or other similar devices including accessories

ALL RISKS COVER

COVER

All Risks Cover (continued)

EXCLUSIONS

- iv loss of or damage to hearing aids, contact lenses or dentures
- v loss of or damage to any bicycle
- vi loss of or damage to guns
- vii loss of or damage to musical instrument
- viii loss of or damage to mobile phones including accessories.

SECTION 5 - HOUSEHOLD LEGAL ASSIST COVER

This section of the policy applies **ONLY** if the cover is shown in the policy schedule

THE MEANING OF WORDS IN THIS SECTION OF THE POLICY ONLY.

Costs and expenses

(a) Accountant's costs

All reasonable and necessary costs chargeable by the Representative.

(b) Attendance expenses

The Insured person's net salary or wages for the time that the Insured person is off work. We will pay for each half or whole day that the court, tribunal or the Insured person's employer will not pay for.

The amount We will pay is based on the following:-

- the time the Insured person is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours
- if the Insured person works full time, the salary or wages for each day equals 1/250th of the Insured person's yearly salary or wages;
- if the Insured person works part time, the salary or wages will be a proportion of the Insured person's weekly salary or wages.

If the Insured person is self employed, We will pay net salary or wages that the Insured person draws from the business to cover their own personal cost-of-living expenses.

(c) Communication costs

Costs of phone calls, faxes or postage incurred by the Insured person to communicate with the Gardai, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

(d) Legal costs

All reasonable and necessary costs charged by the Representative on a party/party basis including reasonable and necessary opponents costs. For Insured Incident 3 Bodily Injury We will initially pay the application fee required by the Injuries Board (IB).

(e) Opponents' costs

The costs incurred by opponents in civil cases if an Insured person has been ordered to pay them, or pays them with Our service provider's agreement.

HOUSEHOLD LEGAL ASSIST COVER

THE MEANING OF WORDS IN THIS SECTION OF THE POLICY ONLY.

Date of occurrence	<p>(a) For civil cases, the Date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of occurrence is the date of the first of these events.</p> <p>(b) For criminal cases, the Date of occurrence is when the Insured person began, or is alleged to have begun, to break the law in question.</p> <p>(c) For insured incident 7 Tax Protection, the Date of occurrence is when the Revenue Commissioner first notifies the Insured person in writing of their intention to make an enquiry.</p>
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Identity theft	The theft or unauthorised use of an Insured person's personal identification which has resulted in the unlawful use of their identity.
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Insured person	You, and any member of Your family who always lives with You. Anyone claiming under this section of the policy must have Your agreement to claim, this includes legal Representatives or executors for claims being brought in Your name if You are deceased.
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Period of insurance	The period for which We have agreed to cover an Insured person as shown in the policy schedule.
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Representative	The lawyer, accountant or other suitably qualified person whom Our service provider appoints to act for an Insured person in accordance with the terms of this policy.
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Revenue Audit	An examination by the Revenue Commissioners of an Insured person's self assessment return for income tax or capital gains tax.
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Territorial limit	For insured incidents 1 Contract Disputes and 3 Bodily Injury The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. For all other insured incidents; The Republic of Ireland.
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HOUSEHOLD LEGAL ASSIST COVER

COVER

What We will pay

1. (a) For all insured incidents under this section of the policy, We will pay Legal costs and Opponents' costs;
- (b) for insured incident 3 Bodily Injury claims, We will pay the application fee required by the Injuries Board (IB);
- (c) for insured incident 7 Tax Protection, We will pay Accountants' costs;
- (d) for insured incident 8 Jury Service and Court Attendance, We will pay Attendance expenses;
- (e) for insured incident 2 Identity theft, We will pay Communication costs.
2. For all insured incidents We will pay Costs and expenses to make or defend against an appeal as long as the Insured person tells Our service provider within the time limits allowed that they want Our service provider to appeal. Before We pay the Costs and expenses for appeals, Our service provider must agree that it is always more likely than not that the appeal will be successful.
3. The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000

Insured incidents

We WILL COVER

I CONTRACT DISPUTES

We will negotiate for an Insured claim relating to:
person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an Insured person has entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

- (i) the Insured person has entered into the agreement or alleged agreement during the Period of insurance; and
- (ii) the amount in dispute is more than €150.

EXCLUSIONS

What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding an Insured person's trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
- (3) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (4) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

(ADDITIONAL EXCLUSIONS WHICH APPLY TO THIS POLICY ARE ON PAGES 58 - 60)

HOUSEHOLD LEGAL ASSIST COVER

Insured incidents

We WILL COVER

2 IDENTITY THEFT

Identity theft support service

Following a call to the Identity theft helpline service, We will help to restore an Insured person's identity and credit status if they have become a victim of Identity theft. Our service provider will assign a personal case worker who will provide phone advice to help regain an Insured person's identity.

Legal costs

Following an Insured person's Identity theft:

- (1) We will pay Legal costs to reinstate an Insured person's identity including costs for the signing of statutory declarations or similar documents;
- (2) We will negotiate for an Insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an Insured person arising from or relating to Identity theft;
- (3) We will pay loan-rejection fees and any re-application administration fee for a loan when an Insured person's original application has been rejected.

Provided that;

- (i) the Insured person files a Garda report and notifies banks and building societies as soon as possible; and
- (ii) the Insured person tells Our service provider if they have previously suffered Identity theft; and
- (iii) the Insured person takes all reasonable action to prevent continued unauthorised use of their identity.

EXCLUSIONS

What is not covered under IDENTITY THEFT

- (1) Fraud committed by another Insured person under this section of the policy.
- (2) Losses arising from an Insured person's business activities.

HOUSEHOLD LEGAL ASSIST COVER

Insured incidents

We WILL COVER

3 BODILY INJURY

We will negotiate for an Insured person's legal rights in a claim against a party who causes the death of or bodily injury to an Insured person. This includes helping an Insured person to register their claim with the Injuries Board (IB).

EXCLUSIONS

What is not covered under BODILY INJURY

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the Insured person.
- (3) Clinical negligence.
- (4) Defending an Insured person's legal rights, but defending a counter-claim is covered.
- (5) The cost of obtaining a medical report when registering a claim with the IB.

4 CLINICAL NEGLIGENCE

We will negotiate for an Insured person's legal rights where it is alleged that accidental death or bodily injury to an Insured person has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose the Insured person's condition.
- (2) Psychological injury or mental illness that is not associated with an Insured person having suffered physical bodily injury.

5 EMPLOYMENT DISPUTES

We will negotiate for an Insured person's legal rights in a dispute against your employer relating to your contract of employment or future employment

What is not covered under EMPLOYMENT DISPUTES

- (1) Employers' disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury.

HOUSEHOLD LEGAL ASSIST COVER

Insured incidents

We WILL COVER

6 PROPERTY PROTECTION

We will:

- (a) negotiate for an Insured person's legal rights in a civil action; and/or
- (b) arrange mediation (if appropriate); for a dispute relating to material property (including the Insured person's principal and holiday home) which is owned by an Insured person, or for which an Insured person is responsible, following:
 - (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than €150;
 - (2) a legal nuisance (meaning any unlawful interference with an Insured person's use or enjoyment of their land, or some right over, or in connection with it);
 - (3) a trespass.

EXCLUSIONS

What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
 - (a) a contract entered into by the Insured person, this includes contracts for work or services to a property or leases, licences and tenancy agreements.
 - (b) any building or land other than the Insured person's principal or holiday home;
 - (c) someone legally taking an Insured person's material property from them, whether the Insured person is offered money or not, or restrictions or controls placed on an Insured person's material property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to material property, but defending counter-claim is covered.
- (3) The first €350 of any claim for legal nuisance or trespass. This is payable as soon as Our service provider accepts the claim.
- (4) Any civil action against you.

HOUSEHOLD LEGAL ASSIST COVER

Insured incidents

We WILL COVER

7 TAX PROTECTION

In the event of a Revenue Commissioner's audit relating to an Insured person's self-assessment tax return, We will negotiate for an Insured person, and represent them in any appeal proceedings.

8 JURY SERVICE AND COURT ATTENDANCE

We will cover an Insured persons Attendance expenses:

- (a) to attend any court or tribunal at the request of the Representative; or
- (b) to perform jury service; or
- (c) to carry out activities specified by the Identity theft support service under insured incident 2 Identity theft

9 LEGAL DEFENCE

- (1) We will defend an Insured person's legal rights if an event arising from an Insured person's work as an employee leads to:
 - (a) an Insured person being prosecuted; or
 - (b) civil action being taken against an Insured person under legislation for unlawful discrimination.
- (2) We will defend an Insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

EXCLUSIONS

What is not covered under TAX PROTECTION

- (1) A claim relating to an off shore account held by an Insured person.
- (2) The tax affairs of a company, or any claim if the Insured person is self-employed, or a sole-trader, or in a business partnership.
- (3) Any Revenue Commissioner's audit where the Insured person has not submitted a self-assessment tax return.

What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by an Insured person for which the Insured person does not have valid motor insurance.

HOUSEHOLD LEGAL ASSIST COVER

WHAT IS NOT COVERED BY SECTION 5 OF THE POLICY

1. A claim where the Insured person has failed to notify Our service provider of the insured incident within 30 days after they first became aware of the incident arising and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that Our service provider has agreed to) or of making a successful defense.
2. An incident or matter arising before the start of this policy.
3. Costs and expenses incurred before Our service provider's written acceptance of a claim.
4. Fines, penalties, compensation or damages which an Insured person is ordered to pay by a court or other authority.
5. A claim that is proven to be intentionally brought about by an Insured person.
6. A legal action that an Insured person takes which Our service provider or the Representative have not agreed to, or where an Insured person does anything that hinders Our service provider or the Representative.
7. A claim relating to written or verbal remarks which damage an Insured person's reputation.
8. A dispute with Our service provider not otherwise dealt with under Condition 7 of this section of the policy.
9. Apart from Us, the Insured person (or legal Representative or executor if the Insured person is deceased) is the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it.
10. Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. A claim which is fraudulent, exaggerated or dishonest.
13. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

HOUSEHOLD LEGAL ASSIST COVER

CONDITIONS WHICH APPLY TO THE WHOLE OF SECTION 5 OF THE POLICY

1. An Insured person must:
 - (a) keep to the terms and conditions of this section and all other sections of the policy;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount We have to pay as low as possible;
 - (d) send everything Our service provider ask for, in writing;
 - (e) give Our service provider full and truthful details by phone or in writing of any claim as soon as possible and give us any information Our service provider needs.
2.
 - (a) Our service provider can take over and conduct in the name of an Insured person, any claim or legal proceedings at any time. Our service provider can negotiate any claim on behalf of an Insured person.
 - (b) An Insured person is free to choose a Representative (by sending Our service provider a suitably qualified person's name and address) if:
 - i. Our service provider agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured person in those proceedings; or
 - ii. there is a conflict of interest.
 - (c) In all circumstances except those in 2(b) above, Our service provider is free to choose a Representative.
 - (d) Any Representative will be appointed by Our service provider to represent an Insured person according to Our service provider standard terms of appointment.
 - (e) Our service provider will have direct contact with the Representative.
 - (f) An Insured person must co-operate fully with Our service provider and the Representative and must keep Our service provider up to date with the progress of the claim.
 - (g) An Insured person must give the Representative any instructions that Our service provider asks for.
3.
 - (a) An Insured person must tell Our service provider if anyone offers to settle a claim.
 - (b) If an Insured person does not accept a reasonable offer to settle a claim, We may refuse to pay further Costs and expenses.
 - (c) We may decide to pay the Insured person the amount of damages that the Insured person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4.
 - (a) An Insured person must tell the Representative to have Costs and expenses taxed, assessed or audited, if Our service provider asks for this.
 - (b) An Insured person must take every step to recover Costs and expenses and Injuries Board (IB) application fee(s) that We have to pay, and must pay Our service provider any Costs and expenses and Injuries Board (IB) application fee(s) that are recovered.

(ADDITIONAL EXCLUSIONS WHICH APPLY TO THIS POLICY ARE ON PAGES 58 - 60)

HOUSEHOLD LEGAL ASSIST COVER

CONDITIONS WHICH APPLY TO THE WHOLE OF SECTION 5 OF THE POLICY (cont'd)

5. If the Representative refuses to continue acting for an Insured person with good reason, or if an Insured person dismisses the Representative without good reason, the cover We provide will end at once, unless Our service provider agrees to appoint another Representative.
6. If an Insured person settles a claim or withdraws it without Our service provider's agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to reclaim from You Costs and expenses We have paid.
7. If there is a disagreement about the way Our service provider handles a claim that is not resolved through Our internal complaints procedure, the Insured person can contact the Financial Service Ombudsman's Bureau for help.
8. We may, at Our discretion, require the Insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the Insured person and Our service provider, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an Insured person will recover damages (or obtain any other legal remedy that Our service provider has agreed to) or make a successful defence, We will pay the cost of obtaining the opinion.
9. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.

To make a claim under section 5 of your policy

Please write to the following address:

Claims Department,

DAS, Europa House, Harcourt Centre, Harcourt Street, Dublin 2

Telephone: 0818 303 011 FAX: 01-4161209

You can phone between the times shown under **HELPLINE SERVICES** on page 45 of the policy on 0818 303 011 if You require advice on any personal legal problem subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Please note that all calls to and from Our service provider are recorded for training and verification purposes.

When We cannot help

Please do not ask for help from a lawyer, accountant or anyone else before We have agreed. If You do, We will not pay the costs involved even if We accept the claim.

HOUSEHOLD LEGAL ASSIST COVER

HELPLINE SERVICES

We are available to answer Your call 24 hours a day, seven days a week during the Period of insurance. However, if You call outside of standard office hours, Our service provider will take details of Your call and arrange for someone to call You back at a time convenient to You. All helplines apply to the Republic of Ireland unless otherwise stated. To help Us check and improve Our service standards, We record all calls, except those to the counselling service. When phoning, please tell Our service provider your policy number. Please do not phone the numbers in this section of the policy to report a Home insurance claim. Please see pages 54-55. We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

Legal advice service

We will give an Insured person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man. **To contact the legal advice service phone Us on 0818 303 011.**

Identity theft

We will provide an Insured person who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about Identity theft.

To contact the Identity theft service phone Us on 1890 252 922.

The helpline is open 9am to 5pm, Monday to Friday. n.b. We do not provide a call back service for this helpline if You call outside of the operating hours.

Health and medical information service

We will give an Insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Between the hours of 7pm and 9am We will take a message and one of Our health and medical advisors will contact the Insured person the next day or at an agreed time.

To contact the health and medical information service phone us on 1890 254 164.

Counselling

We will provide an Insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline, phone Us on 1850 670 407.

SECTION 6 - HOME RESCUE COVER

This section of the policy applies **ONLY** if the section is shown in the Policy Schedule

THE MEANING OF WORDS IN THIS SECTION OF THE POLICY ONLY.

Approved Contractor	A tradesperson authorised in advance by Us to carry out Emergency Repairs.
Call Out Charges	The Approved Contractor labour charges and Emergency Repair materials up to the limits of cover
Catastrophe	A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and or severe weather conditions.
Emergency	An Emergency is defined as an unforeseen or sudden occurrence which results in damage to Your Home demanding immediate action to; (a) render the Home safe. (b) and/or secure the building against further loss or damage. (c) and/or protect You against risk to Your health
Emergency Repairs	Work undertaken by an authorised Approved Contractor to resolve the Emergency by completing a Temporary Repair.
Temporary Repair	A repair that will resolve an Emergency but will need to be replaced by a permanent repair.

COVER

This section provides You with assistance if You experience an Emergency within Your Home and it is available to You 24 Hours a day, 365 Days a Year.

We will pay

We undertake to provide an Emergency Repair service to secure the Home and prevent further damage or loss occurring, subject to the limitations of cover and to the definitions, conditions and exclusions.

We do not undertake to carry out full repairs. We will arrange and pay for Emergency Repairs of up to a maximum of €200.00 + VAT per claim (€250.00 + VAT for Glazing) including; parts, labour and materials to carry out an Emergency Repair. In the event that the cost of Emergency Repair exceeds the maximum allowable, the difference may be borne by You.

We will pay for a maximum of 3 Emergency Repairs in any one policy year.

(ADDITIONAL EXCLUSIONS WHICH APPLY TO THIS POLICY ARE ON PAGES 58 - 60)

We WILL COVER

1. We will provide a 24 hour helpline for You to report your Emergency.
2. We will arrange an Approved Contractor to come to Your Home and carry out Emergency Repairs that are immediately necessary to:
 - a. Protect You against risk to Your health;
 - b. Prevent a risk of loss or damage to the Home;
 - c. Make Your Home safe and habitable.
3. We will provide assistance for Emergencies relating to:
 - a. Plumbing and Drainage – the sudden or unexpected failure of, or damage to, the plumbing and drainage system which will result in internal water damage to Your Home. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes (if there is only one toilet in the Home) or leaking radiators.
 - b. Electrical Supply – the sudden, unexpected failure or breakdown of the electricity supply (or one phase thereof) within Your Home.
 - c. Security and Glazing – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered Your Home insecure.
 - d. Roof – damage to the roof of Your Home caused by storm or fallen trees and branches.

EXCLUSIONS

We will not cover the following:

1. any leaking or dripping tap that requires re-washing or replacing;
2. external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
3. burst or leaking flexible hoses or leaking washing appliances that are fitted with a stop tap;
4. external water supplies;
5. replacement of light bulbs and fuses in plugs;
6. loss of keys for outbuildings, garages and sheds;
7. breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
8. damage to boundary walls, hedges, fences or gates;
9. water supply pipes that You are not responsible for;
10. boilers or heating systems over 15 years old;
11. failure of boilers or heating systems that have not been maintained, inspected or serviced by an Approved Contractor in line with the manufacturer's instructions;
12. the replacement cost of Your boiler if it is uneconomical to repair.
13. For any costs, Call Out Charges or labour where boilers are inoperable due to lack of fuel or incorrect maintenance. You will be liable for these charges where a claim of this nature is made.
14. Obsolete or unobtainable parts due to the age of Your boiler or heating system.
15. air conditioning installations, electrical showers, water filtration units, Jacuzzis, drains and septic tanks outside of the domestic Home.
16. expenses not supported by valid original receipt.

We WILL COVER

- e. Primary Heating System – the complete failure or breakdown of either the heating and/or hot water supply provided by Your primary heating system.
- 4. In the event of an Emergency, We will carry out an Emergency Repair. We will not cover any other repair work, including any work required to restore Your Home to its original condition prior to the Emergency.

EXCLUSIONS

- 17. Loss or damage arising from circumstances known to You prior to this cover applying to your policy.
- 18. The cost of replacement parts due to natural wear and tear.
- 19. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- 20. The cost of any work, which was carried out without Our approval, including any cost relating to the attempted repair by You or Your own contractor.
- 21. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- 22. Any emergency in a Home that has been Unoccupied for more than 30 consecutive days.
- 23. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the Home, faulty workmanship or the use of defective material or river or coastal erosion.
- 24. Any loss or damage arising as a consequence of a Catastrophe.
- 25. The cost of repair to swimming pools and any decorative features such as hot tubs, fountains or ponds, and all associated plumbing and filtration systems.
- 26. Any repair or replacement of flexible cable.
- 27. Callout Charges where there is no Emergency or where no fault is found, charges shall be borne by You.
- 28. Any Emergency arising within the first 72 hours of inception of this section of cover.

CONDITIONS WHICH APPLY TO THE WHOLE OF SECTION 6 OF THE POLICY

1. No costs for repairs are payable under this policy, unless We have been notified by You or a person calling on Your behalf through the 24 hour claims service telephone number 1890 818 233 and We have authorised the deployment of an Approved Contractor in advance;
2. You must provide all the documents We ask for, including identification to Our nominated agents and original receipts (not copies) for any expenses claimed under this section of cover
3. We will be entitled to decide on the most appropriate way to provide You with help, although We will take account of Your wishes wherever possible.
4. The benefits available under this section of cover are not transferable.

To request assistance under section 6 of Your policy

Before requesting assistance please check that the circumstances are covered by this section of cover in the policy.

If You experience an Emergency at Home please telephone 1890 818 233 or if You are calling from outside of Ireland telephone 00 353 91 545970, quoting the following:

- Home address
- Your home telephone number
- Your policy number
- A description of the problem
- A telephone number where You can be contacted.

We will then aim to arrange a suitable Approved Contractor to visit the Home, as agreed with You and the Approved Contractor, to make an Emergency Repair. You should contact Your supply company and/or the public emergency services if You have a major Emergency that puts someone in danger, which could result in personal injury or in serious damage to Home.

If there is a suspected Gas Leak, please contact Bord Gais immediately on their Emergency Line 1850 20 50 50

Every effort will be made to provide You with the Emergency assistance described in these terms and conditions. However, there may be times when it is not possible to arrange assistance due to circumstances beyond our control, for which We cannot be held liable.

SECTION 7 - LOSS SETTLEMENT BASIS

Maximum Amount Payable

The maximum amount payable in respect of any one incident (less any Excess) for Buildings is: The Sum Insured, Fees, Removal of Debris and Local Authority Requirements.

1. Buildings

Provided the damage is covered under Your Policy, We will settle Your claim as explained below subject to the maximum amount payable

- I Where
 - i the damaged parts of the Buildings can be repaired or reinstated, and
 - ii Your Home is in good repair, and
 - iii the Sum Insured is not less than the cost of rebuilding the Buildings, inclusive of Fees, Removal of Debris, and Local Authority Requirements

at Our option We will either

- i repair / reinstate or
- ii pay the full reasonable cost of repair / reinstatement of the Buildings to You.

You must provide access to Your Home, and facilitate an inspection, for Our Managed Repair Network of Building Contractors to quote for the cost of repair / reinstatement.

Where We opt to repair / reinstate, We reserve the right to use Our Managed Repair Network of Building Contractors to complete the works and We will take responsibility for the satisfactory completion of such works completed by them.

Where We agree to pay You We reserve the right to make staged payments as works progress and to

withhold final payment until all works are complete, final invoice submitted and final inspection completed by Us or Our representatives. The percentage of final payment withheld will not exceed 30% of the overall settlement amount.

- 2 If the damaged parts of the Buildings cannot be economically repaired or reinstated, We will pay the reduction, solely due to the damage, in the market value of the Buildings prior to the damage
- 3 If the Buildings are not in good repair, We will make a deduction from the settlement for wear, tear, depreciation and/or betterment.
- 4. Under Insurance Clause
If at the time of the damage the Sum Insured is less than the full rebuilding cost We will pay only for the proportion of the damage the Sum Insured bears to such cost.

2. Contents and All Risks Cover

Any admitted claim (excluding claims for household linen, wearing apparel, floor coverings, sporting equipment and bicycles) will be settled on a new for old basis as follows

- i Total loss or destruction will be settled or replaced without deduction for wear, tear or depreciation
- ii Partial loss will be settled or replaced by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new

SECTION 7 - LOSS SETTLEMENT BASIS

2. Contents and All Risks Cover (cont'd)

All claims for household linen, wearing apparel, floor coverings (carpets and rugs only), sporting equipment and bicycles will be settled on an indemnity basis with deduction for wear, tear and depreciation

3. Limit of Liability

In the event of a loss in respect of Buildings, Contents and/or All Risks Cover Our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed thereon

We will deduct the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording

Subject otherwise to the terms, conditions and exclusions of the Policy

SECTION 8 - TERMS AND CONDITIONS

Fraud

If You or anyone acting for You makes a claim which is false or fraudulent (including exaggerating or inflating a claim or submission of forged or falsified documents) in any way the Policy shall become void and all claims under it shall be forfeited.

Observance of Conditions

The observance by You of the terms, conditions and Endorsements of this Policy as far as they relate to anything to be done or complied with by You will be a condition precedent to any liability of the Company.

Misrepresentation

This Policy will be voidable in the event of misrepresentation, mis-description or non-disclosure of any material facts i.e. those circumstances which may influence Us in Our acceptance or assessment of this insurance. If You are in any doubt as to whether a fact is material or not please disclose it.

Maintenance and Security

You must keep the Buildings and Contents in good repair and take all reasonable precautions to ensure the safety of the property insured and prevent accidents.

Change in Risk or Circumstance

You must tell Us in writing immediately of any change, which may affect this insurance or increase the risk of loss, damage or injury as failure to do so could invalidate the cover provided.

Cancelling this Policy

Cancellation and Mid Term Alterations

Either party may, at any time, cancel the Policy. If You wish to cancel Your Policy, You must send written instruction to 123.ie. For policies in joint names, the written instruction must be signed by both proposers. If there has been no claim during the current Period of Insurance, We will return premium for the unexpired Period of Insurance .

We may cancel the Policy at any time by sending You 7 days' notice by registered or recorded letter to You at Your last known address and as long as there has been no claim during the current Period of Insurance We will return a proportionate part of the premium for the unexpired Period of Insurance.

Where any change to the cover provided by Your Policy and agreed by Us, results in additional premium payable by You to Us of not more than €25, inclusive of levy, then We will not charge You in respect of such additional premium.

Where any change to the cover provided by Your Policy and agreed by Us, results in a premium due to You from Us of not more than €25, inclusive of levy, then We will not refund You in respect of such return premium.

Minimum Security Requirements Condition

It is a condition precedent of liability under the Policy that:

- I. the Home is fitted with the following security devices:
 - (i) All external doors are fitted with

SECTION 8 - TERMS AND CONDITIONS

Minimum Security Requirements

Condition (cont'd)

- mortice deadlocks or deadlocking rim latches.
- (ii) All French doors and/or patio doors are fitted with appropriate security locks.
- 2. whenever the Home is left unattended
 - (i) All doors and windows are closed and fastened
 - (ii) All door locks as stated above are in full and effective operation
 - (iii) All keys are removed from locks and kept in a secure place

The cover is otherwise subject to the terms, conditions and exclusions of the policy wording

More than One Home Insured

The Buildings and/or Contents thereof, situate where indicated on the Schedule, are insured as if each had been the subject of a separate Policy Mortgagee Clause

The interest of any mortgage provider in this insurance will not be affected by any act or neglect of the mortgagee or anyone living, using or controlling any Buildings We insure if the danger of loss or damage is increased without the lender's authority or knowledge as long as they immediately let Us know about the increased risk in writing as soon as they become aware of it and on demand pay such additional premium as We may require.

Inflation Protection

Buildings: The sum insured may be adjusted monthly in accordance with the House Rebuilding Cost Index prepared by the

Department of the Environment. Following loss or damage by any cause listed under this section, the Buildings sum insured will be Index Linked for the duration the Buildings are being reinstated, at the same rate that applied at the commencement of Your Policy or last renewal, provided You take all reasonable steps to ensure that the reinstatement is carried out without undue delay.

No additional premium will be charged for these adjustments between the anniversary dates of Your Policy, but the renewal premium will be calculated on the revised sum insured as appropriate.

Contents and All Risks: The sum insured may be adjusted monthly in accordance with the Durable Household Goods Section of the Consumer Price Index.

No additional premium will be charged for these adjustments between the anniversary dates of Your Policy, but the renewal premium will be calculated on the revised sum insured as appropriate

These adjustments may not be sufficient for Your needs and therefore You should not rely on this alone to ensure Your sum insured is adequate. You should periodically review Your own sums insured.

Other Insurances

If at the time of any incident which results in a claim under this Policy, there is any other insurance covering the same liability, loss or damage, We will pay only Our rateable share.

SECTION 8 - TERMS AND CONDITIONS

No Claims Discount

If You have not made a claim or no claim arises under this Policy during a Period of Insurance We will reduce the renewal premium in accordance with Our No Claim Discount scale. If You make a claim under this Policy We will decrease the No Claim Discount to zero and some claims may result in a premium loading at Your next renewal.

Claims made under Section 5 Household Legal Assist Cover and Section 6 Home Rescue will not affect Your No Claims Discount

Deferment Clause

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claims Discount shown in the renewal Schedule We may at Our option treat such claim as having arisen during the Period of Insurance shown in the renewal Schedule.

SECTION 9 - CLAIMS

YOUR DUTIES

What You must do

Tell Us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred. You will be required to produce, at Your own expense, all necessary documents and information to support any loss and forward these to Us together with a completed Claim Form within 30 days of first notifying Us of the incident.

Do not proceed

You must not proceed with repairs (other than emergency repairs necessary to limit damage) without Our approval.

Correspondence

Any writ, summons, notice of prosecution or other legal document You receive must be sent immediately to Us unanswered.

Do not negotiate

You, or any other person insured under this Policy, or anyone else acting on Your behalf must not negotiate, admit or repudiate any claim without Our written consent.

Tell the Gardaí or Police

Within 24 hours of discovery You must advise the Gardaí or Police about any incident of; theft, attempted theft or vandalism or loss, destruction, damage or injury by malicious person/s.

OUR ENTITLEMENTS

Defend or settle legal action

Take over and conduct in Your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.

Act to recover payment

To take proceedings at Our own expense and for Our own benefit, but in Your name, or in the name of any other person indemnified by this Policy, to recover any payment We have made under this Policy.

Co-operation from You

To receive all necessary assistance from You or any other person indemnified by this Policy.

Salvage

To enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner.

However, no property may be abandoned to Us.

MAKING A CLAIM

“WHAT DO I DO IF MY PROPERTY IS LOST OR DAMAGED?”

Naturally We hope You won't have any accidents or misfortune, but if You do, the following advice might be useful.

- Take any emergency action which may be necessary to protect Your property from further damage e.g. switch off the gas, electricity and water. If You have to arrange for a contractor to carry out emergency work, please keep the repair account which We will need to see.
- Telephone Us immediately for advice on Policy cover and how to proceed with Your claim.
- Check Your Policy wording carefully, to see if the loss or damage is covered. Your Policy lists the events (e.g. storm or stealing) which are covered and not covered and also any general exclusions or conditions which apply to Your whole Policy.
- Remember that Your Policy is not a maintenance contract and does not cover any loss or damage caused by normal wear and tear - no insurance Policy does.

“I THINK I AM COVERED - WHAT DO I DO NOW?”

If the damaged item can be cleaned or repaired

- Items such as carpets, soft furnishings etc., may often be capable of cleaning or repair. If You contact Us by telephone We can make the necessary arrangements for specialist attention.

MAKING A CLAIM

“IS THERE ANYTHING ELSE I SHOULD DO?”

- Please do not dispose of damaged items before We have had the opportunity to inspect them.
- Report any incident involving loss, stealing, malicious damage or hit and run damage to the Gardai.
- If someone is making a claim against You or any of Your Household for any injury to them or damage to their property, You must send Us full details, in writing, immediately. Any letters or legal documents You receive should be sent to Us, unanswered, without delay. It is most important that You leave Us to deal with the matter on Your behalf and do not get involved in any correspondence or conversation with the other person.

“HOW WILL RSA DEAL WITH MY CLAIM?”

Our aim is to deal with Your claim promptly, efficiently and fairly. At all times We will try to provide You with the highest standard of service. If You have any comment or complaint or if Our service has not met Your expectations please do let Us know.

Depending on the type of claim and value involved We may:

- Contact You by telephone or letter to progress Your claim.
- Arrange for one of Our claims team to personally call on You.
- Appoint an independent Loss Adjuster to deal with Your claim on Our behalf. If an item is lost or damaged beyond repair, We have a network of suppliers who can provide a fast and efficient replacement service.

For all queries in relation to Your claim please contact:

123.ie
Household Claims Department,
 OSG,
 Merriion Hall,
 Strand Road,
 Dublin 4. Tel: 1890 200 123.
 Outside Ireland Tel: + 353 1 290 1999

SECTION 10 - GENERAL EXCLUSIONS

The following exclusions apply to Sections 1, 2, 3, 4, 5 and 6 of this Policy

1. War and Terrorism

Notwithstanding any provision to the contrary within this insurance or any Endorsement thereto it is agreed that this insurance excludes liability, loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- i war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power or
- ii any act of terrorism
An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the

public, or any section of the public, in fear.

This Endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and /or (ii) above.

If We allege that by reason of this exclusion any liability, loss damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be Yours.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. Cyber Risk

We will not cover:

Any liability, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- i the loss or, alteration of or damage to or
- ii a reduction in the functionality, availability or operation of; a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-

SECTION 10 - GENERAL EXCLUSIONS

2. Cyber Risk (cont'd)

computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

3. Radioactive Contamination

We will not cover

- i loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or
- ii any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

4. Sonic Boom

We will not cover loss or damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

5. Confiscation

We will not cover loss of or damage due to confiscation, requisition or destruction by order of any government or public or local authority.

6. Consequential Loss

We will not cover consequential loss or damage of any kind except as set out in this Policy.

7. Fees

We will not cover Fees incurred by You in the preparation of any claim.

8. Sets and Matching Items

We will not cover any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part or parts that have been lost or damaged.

9. Business, Trade or Professional Purposes

We will not cover any property held in connection with any business, trade or professional purpose other than home office equipment as referred to within the definition of Contents.

10. Riot, Civil Commotion

Loss or damage arising from riot, civil commotion, strikes, locked-out workers or persons taking part in labour or political disturbances.

11. Deception

We will not cover loss or damage caused by deception unless the only deception is gaining entry to the Home.

SECTION 10 - GENERAL EXCLUSIONS

12. Pollution

Any loss or damage or legal liability directly or indirectly caused by pollution or contamination of buildings structures water land and or the atmosphere except insofar as cover is expressly provided herein.

13. Existing and Deliberate Damage

We will not cover

- (a) any loss or damage which happened before the first Period of Insurance
- (b) any loss or damage which You or any member of Your Household cause deliberately
- (c) any loss or damage deliberately caused by paying guests or Tenants

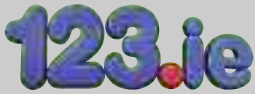
14. Loss of Value

We will not cover loss in value, resulting loss or loss of use of any kind.

15. Defective and Faulty Workmanship

We will not cover

- (a) Loss or damage caused by faulty workmanship
- (b) Loss or damage caused by defective design or the use of defective materials



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It is underwritten by RSA Insurance Ireland Limited.

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