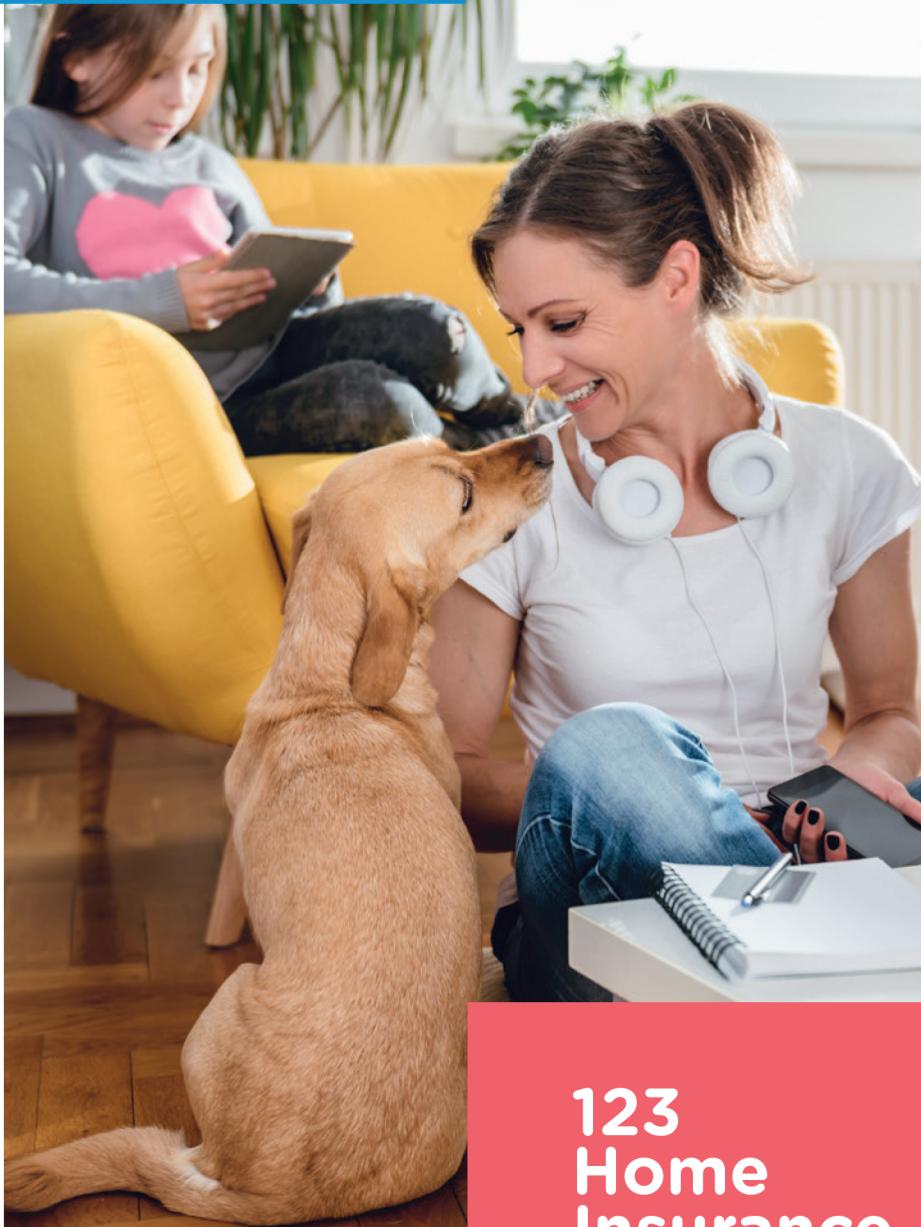




Give better a try



123  
Home  
Insurance



## Welcome to Intact Insurance

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## CUSTOMER SERVICE

We are committed to providing Our customers with a high standard of service at all times. If You have a complaint in connection with the services provided by 123.ie or in relation to Your Policy please contact:

**The Complaints Manager,**  
123.ie,  
PO Box 12123,  
Dublin 18  
Phone: 01 5246000, Outside Ireland 00353 1 5246000  
Email: [complaints@123.ie](mailto:complaints@123.ie)  
Web: [www.123.ie](http://www.123.ie).

If You have a complaint in relation to the treatment of a claim please contact the Customer Service team at:

**Intact Insurance Ireland DAC**  
Intact House  
Dundrum Town Centre  
Sandyford Road  
Dublin 16  
Phone: 01 2901000, Outside Ireland 00353 1 2901000  
Email [complaints@intactinsurance.ie](mailto:complaints@intactinsurance.ie)

You may be eligible to bring Your complaint to the Financial Services and Pensions Ombudsman.

The details are below:

**Financial Services and Pensions Ombudsman**  
Lincoln House,  
Lincoln Place,  
Dublin 2,  
Eircode D02 VH29.  
Telephone +353 1 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)

### 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.

## 123 Home Insurance Policy

This is Your 123 Home Insurance Policy. **PLEASE READ IT CAREFULLY.** This Policy, together with the Schedule and any Endorsements contained on the Schedule, shall be considered as one document. Please keep the Schedule and the Policy together as these set out the details of the legal contract between You and Us.

The contract is based on the information that was given to Us in Your Statement of Fact when You applied for the insurance. This information is incorporated in and forms part of this contract. We confirm that We will insure You as per the terms set out in this Policy for those Sections which are shown on Your Schedule (i.e. the Sections You have insured) for any period for which You offer Us Your premium and We accept it. The Period of Insurance is shown on Your Schedule.

You must comply with all the conditions set out in the Policy.

Please 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 58 to 67** as these apply to all Sections and also any Endorsements that appear on Your Schedule. Whilst Your 123 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 123 Home Insurance Policy along with all other Household insurance policies does not insure You against these types of damage.

All monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936, as amended, be payable and paid in the Republic of Ireland in Euros unless We specifically say otherwise.

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

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

### COOLING OFF PERIOD

Please read Your Policy thoroughly to make sure that it meets all Your requirements paying particular attention to Policy Definitions, Exclusions, Conditions and any Endorsements on Your Schedule. If it does not meet Your requirements, You can send it back to Us within 14 days of the commencement date of the cover and We will refund Your premium provided You have not made any claim during the 14 day period. Should You decide to return the Policy to Us, You will not be able to make a claim at a later date.

### Governing Law and Jurisdiction

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are

permitted to choose the law applicable to the contract. We propose that this insurance contract will be governed by Irish Law. The parties submit all their disputes arising out of or in connection with the interpretation of the Policy to the exclusive jurisdiction of the Courts of the Republic of Ireland without prejudice to Our comments on **Page 2** regarding the Financial Services and Pensions Ombudsman.

Communications between You and Us about this Policy will be in English.

The insurer that You have entered into a contract with is Intact Insurance Ireland DAC.

**Intact Insurance is a registered business name of Intact Insurance Ireland DAC (the insurer).** The underwriter is Intact Insurance Ireland DAC which is part of Intact Financial Corporation.

Intact Insurance Ireland DAC is regulated by the Central Bank of Ireland.

Intact Insurance Ireland DAC,  
Intact House,

Dundrum Town Centre,  
Sandyford Road,

Dundrum, Dublin 16.  
Eircode D16 FC92  
Company number 148094.  
Telephone 01 2901000  
Outside Ireland Tel:+ 353 1 290 1000  
DAC = Designated Activity Company

## DUTY OF DISCLOSURE

You are under a duty to answer all the questions that have been asked, honestly and with reasonable care and attention. These questions are material in determining if We can accept this risk, what terms are applied and what premium is charged.

If You do not answer these questions honestly and with reasonable care and attention, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

We are obliged to inform You that should We take any of these actions against You, You will be obliged to disclose this fact on any future request when seeking a quotation and / or cover. This is considered as the application of Terms and this enforced action by Us may affect Your ability to get insurance cover in the future. Failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property. You should check Your Statement of Fact, Your policy schedule and any other enclosures immediately and if any of the information is incorrect please contact Us on 01 518 1434.

Please note that you are obliged to notify Us immediately if any of the following occur:

- If the occupancy of the Property changes from what was last declared by You, for example: Your Main Private Dwelling becoming Unoccupied or becoming Your Residential Investment/Tenanted Property or a Holiday Home or if a Holiday Home has changed from family use only to being let during the Period of Insurance.
- If building work is to be done on Your Property which is not routine repair, maintenance or decoration for example: any structural alteration to the Property, extension of the Property or any works that require the Property to be vacated for any period of time.
- If You or any member of Your Household have been convicted of any offence or have any prosecutions pending other than for speeding or parking offences.
- If any part of Your Property will be used for trade, professional or business purposes or becomes a place of employment for any employee other than a domestic employee or a place where commercial goods are stored.

## 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 details and invoices which We will need to see.
- Telephone Us for advice on Policy cover and how to proceed with Your claim. We would be pleased to hear from You.
- 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. Your Schedule lists the Sections of the Policy that You have chosen along with any Endorsements applying.
- 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.
- We have arranged a nationwide 24 hour 365 days a year Emergency Helpline Service. The 24 hour Helpline will provide You with a contact number for an expert to assist You with Your emergency. All of the contractors are independent and are not specifically approved by Us. Please also note that We will not be liable for any work they carry out. The Emergency Helpline will arrange for Our claims team to call You back on the next working day if requested by You. You can call the Helpline Service on 01-832 8757.
- Please do not dispose of damaged items before We have had the opportunity to inspect them or carry out any repairs apart from any emergency action You need to take.
- Report any incident involving loss, stealing, malicious damage or hit and run damage to the Gardaí or local law enforcement agency.
- If a claim is being made against You or any of Your Household for any injury or damage to 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, company or entity.

### “HOW WILL INTACT INSURANCE 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, letter or email to progress Your claim.
- Arrange for one of Our claims team or loss adjusters to personally call on You.
- Appoint a loss adjuster to deal with Your claim on Our behalf.
- Appoint Our Managed Repair Network of Building Contractors to complete the works and We will take responsibility for the satisfactory completion of such works by them.

Please refer to the Claims Settlement paragraph at the end of each of the Sections for further details on how Your claim, where covered, will be settled.

For all queries in relation to Your claim please contact:

**The Household Claims Team**

Brooklawn House

Galway West Business Park

Western Distributor Road

Knocknacarra

Galway

H91 CRN2

Tel: 01 290 1999 Outside Ireland Tel: + 353 1 290 1999

Email: [HomeClaims@intactinsurance.ie](mailto:HomeClaims@intactinsurance.ie)

## DEFINITIONS

Any word listed under 'Definitions' will start with a capital letter wherever it appears in Your Policy. These words will have the meaning set out below wherever they are used in the Policy, Schedule or Endorsements. DEFINITIONS are listed in Alphabetical Order

---

**Accidental Damage:** Sudden, unexpected and visible damage which has not been caused on purpose.

---

**All Risks:** Personal Possessions belonging to You or Your Household or for which You or Your Household are responsible.

---

**Asbestos Containing Materials:** Any material containing Asbestos or Asbestos Dust.

---

**Asbestos Dust:** Fibres or particles of Asbestos.

---

**Betterment:** Increase in value following repair or replacement.

---

**Buildings:** The Property including its garages, domestic outbuildings, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, polytunnels, garden ponds, statues and fountains permanently fixed into the ground, patios, terraces, drives, footpaths, fuel tanks, septic tanks and service tanks, walls, gates, fences, hedges under 2 metres high, aerials, satellites and their fittings and masts, solar panels and photovoltaic panels attached to the roof, heat exchange units, the fixtures and fittings permanently fixed to the Buildings, fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances, all on the same site within the boundaries of the address shown on the Schedule.

**What is not covered:**

Wind Turbines and their accessories.

---

**Condition:** Condition is a requirement which must be complied with or adhered to, by You.

---

**Contents:** All household goods stored within the Property owned by You or any member of Your Household or for which they are responsible including Home Office Equipment, Valuables, clothing, Personal Effects and Money, fixtures and fittings for which You are responsible as occupier of the Property including aerials, satellite aerials and their fittings and masts. Visitors and Domestic Employees Personal Effects not otherwise insured.

**What is not covered:**

- Buildings including fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances unless insured as part of apartment owners improvements cover;
- Contents in any shared domestic outbuilding in an apartment complex or residential complex;
- Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories, keys or parts;

- Plants, hedges, trees and shrubs in the garden;
- Polytunnels;
- Living creatures;
- Money belonging to resident Domestic Employees, Paying Guest(s) or Tenant(s);
- Any item(s) used or held for business or professional purposes other than Home Office Equipment;
- Any item(s) more specifically insured by another policy;
- Tenant(s) contents;
- Paying Guest(s) contents

---

**Domestic Employee:** Any person employed under a contract of service by You for private domestic duties including gardeners, groundskeepers, cleaners, window cleaners, babysitters, cooks, home help/carers, au pairs, dog walkers, housemaids, housekeepers, maids, nannies or persons carrying out routine maintenance work other than building contractors or persons engaged to make extensions or non-maintenance alterations to the Property.

---

**Endorsement(s):** Changes to the terms of Your Policy which if applicable are shown on Your Schedule.

---

**Excess:** The amount shown on Your Schedule which You pay for any one incident resulting in a claim. If a claim is made under two or more sections of the Policy for loss or damage resulting from the same cause at the same time, only one Excess (whichever is the higher Excess) will be deducted from the total amount of the claim payment.

---

**Fees:** Fees for architects, surveyors and other professionals registered in accordance with "The Building Control Act 2007", as amended, which You have to pay in connection with repairing or reinstating the Buildings at the Property following a valid claim.

**Fees not covered:**

- Those which You have to pay to prepare a claim.
- Those which You incur without Our permission.

---

**Flood:** Water escaping or being released from the normal confines of any lake, river, stream, canal, sea, turlough, dam or any other body of water or the extremely heavy or persistent downpour of rain that saturates a drainage system or the land surrounding the Property so that the excess water cannot be absorbed, causing the water to enter the Property at ground level causing damage.

---

**Ground Heave:** Upward movement or expansion of the site on which the Buildings stand due to the removal of load from the site or actions within the site itself.

---

**High Risk Items:** Personal computer, audio and video equipment, tablet computers, electronic games and consoles, Jewellery (including watches) and articles of precious metal, clocks, photographic equipment, mobile phones, furs, pictures, works of art, curios and collections.

---

**Holiday Home:** The house or (self-contained purpose built) apartment at the insured address shown on the Schedule which is not used as Your Main Private Dwelling and is used solely for recreational private living accommodation purposes.

---

**Home Office Equipment:** Any computers, laptops, printers, scanners, word processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by You or any member of Your Household but excluding business or Home Office Equipment otherwise insured.

---

**Jewellery:** Objects that are worn about the person such as bracelets, rings, necklaces, watches, earrings, cuff links, precious stones or valuable metals.

---

**Landslip:** The sliding of a mass of loosened rocks or earth down a hillside or slope or the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

---

**Lived In:** A Property that is furnished, habitable and occupied by at least one person sleeping overnight and carrying out normal living activities on a day to day basis.

---

**Local Authority Requirements:** The additional costs You have to pay to meet Local Authority Requirements when repairing or reinstating damage to the Buildings following a valid claim.

---

**Costs not covered:** Any cost for complying with requirements or regulations of which You were aware before the loss or damage occurred.

---

**Main Private Dwelling:** Your main residence for private living accommodation

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**Managed Repair Network of Building Contractors:** This is a panel of building contractors approved by Intact Insurance.

---

**Money:** Current bank notes and coins, cheques, Money and postal orders, current postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens.

**What is not covered:**

- Securities and certificates (other than savings certificates and documents).
  - Bitcoins, virtual currencies or crypto currencies.
  - Promotional vouchers, lottery and raffle tickets.
  - Money belonging to Domestic Employee(s), Tenant(s) or Paying Guest(s).
  - Money held for business or professional purposes.
- 

**Paying Guest(s):**

- Person(s) occupying Your Main Private Dwelling with You as guests, for which payment is being received by You, where You operate a registered and approved B&B by Failte Ireland and which can accommodate no greater than 6 guests at any one time.

- Person(s) who are renting bedroom(s) in Your Main Private Dwelling with You, for which payment is being received by You under a letting arrangement/licensee agreement which has a minimum duration of 3 months.
- International student(s) and/or Gaeltacht students occupying Your Main Private Dwelling with You as guests, for which payment is being received by You, for a period less than 3 months where You are a host family approved to house such students.

The number of Paying Guest(s) permitted in Your Main Private Dwelling at any one time is limited to 6 in total. Cover in respect of Paying Guest(s) only applies where notified to Us and accepted by Us and on the basis that the Property is occupied by You as Your Main Private Dwelling.

---

**Period of Insurance:** The period starting and ending on those dates shown on Your Schedule and for any following period but only if We accept Your renewal premium.

**Personal Effects:** Articles normally worn, carried or used about the person in everyday life.

**Personal Possessions:** Valuables, Personal Effects, sports equipment and clothing belonging to You or Your Household or for which You or Your Household are responsible.

---

**Policy:** All documents issued to You including Your Statement of Fact, this Policy booklet, Your Schedule and any Endorsements contained on Your Schedule.

---

**Property:** The house or (self-contained purpose built) apartment at the insured address shown on the Schedule and used for private living accommodation purposes only.

---

**Reasonable:** Using sound or moderate judgement without making unfair demand.

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**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.

---

**Residential Investment/ Tenanted Property:** The house or (self-contained purpose built) apartment at the insured address shown on the Schedule which is rented to Tenant(s) for private living accommodation only and is not used as Your Main Private Dwelling.

---

**Schedule:** The document which sets out Your details, the Period of Insurance, the insured address, the Sections of the Policy that are operative i.e. the Sections You have insured (along with any Endorsements applying) and the levels of cover applying.

---

**Settlement:** The downward movement of the site on which the Buildings stands due to the application of loading from the Building.

---

**Statement of Fact:** A record of information provided by You which describes You and any details specific to You or the Property. It contains the most up to date record we have of your risk details, your previous responses to specific questions, and or statements that you previously confirmed were true. We rely on these details when deciding to provide cover, calculating the premium and applying terms and conditions to your Policy.

---

**Storm:** An extreme weather condition with strong winds in excess of 48 knots that may be accompanied by heavy rain and which is capable of causing damage to the Buildings which are in sound condition and good repair.

---

**Subsidence:** Downward movement of the site on which Your Buildings stand by a cause other than the weight of the Buildings themselves.

---

**Sum Insured:** The limit shown on the Schedule for each operative section.

---

**Tenant(s):** Any person(s) living in Your Residential Investment/Tenanted Property, for which payment is being received by You, under a letting or tenancy agreement with You for a period of not less than 6 months.

---

**Unfurnished:** Not adequately furnished or equipped for normal living purposes.

---

**Unoccupied:** A Property not Lived In by You, a member of Your Household, anyone who has Your permission or Tenant(s), for more than 45 consecutive days.

---

**Valuables:** Jewellery, furs, pictures, clocks, collections of coins, medals or stamps and any articles made of precious metal.

---

**We/Us/Our/The Company:** Intact Insurance Ireland DAC.

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**Wheelchairs:** Any Wheelchair or similar mobility scooter specifically designed for the disabled or infirm and which does not legally require to be licensed for road use and/or not capable of travelling at more than 4 miles per hour (or equivalent in kilometres per hour).

---

**You/Your/Policyholder:** Whoever is named on the Schedule as the Policyholder(s).

---

**Your Household:** You, and any person who normally live with You and also including Your Domestic Employee(s) who normally live with You.

---

## BUILDINGS SECTION

This Section sets out the cover We provide for Your Buildings (subject to the Sum Insured limit shown on Your Schedule).

The cover in this Buildings Section only applies if shown on Your Schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<b>Damage to Your Buildings caused by the following:</b>	
<p>a Fire, explosion, lightning, earthquake or smoke</p> <p>b Escape of water from any washing machine, dishwasher, fish tank, fixed water or heating installation or domestic appliance</p>	<ul style="list-style-type: none"> <li>The Excess on Your Schedule</li> <li>Damage by smoke from air pollution</li> <li>Damage by smoke from fireplaces</li> </ul> <ul style="list-style-type: none"> <li>The Excess of €750 or any higher escape of water excess included in any Endorsement on the Schedule</li> <li>Damage by water escaping which results in any one of the following: <ul style="list-style-type: none"> <li>i Subsidence or Ground Heave of the site beneath the Buildings;</li> <li>ii Movement, Settlement or shrinkage of any part of the Buildings or of the land belonging to the Buildings;</li> <li>iii Landslip</li> </ul> </li> <li>Damage caused by Flood</li> <li>Damage to the component or appliance from which the water escapes</li> <li>Loss or damage caused by the slow, gradual escape of water through seals or grouting</li> <li>Damage caused by remediation to a standard which will pose a risk to health or property</li> <li>Damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>Damage to Your Buildings caused by the following:</b>	
c Escape of oil from any fixed domestic heating installation	<ul style="list-style-type: none"> <li>• The Excess of €750 or any higher escape of oil excess included in any Endorsement on the Schedule</li> <li>• Damage to the component or appliance from which the oil escapes</li> <li>• Damage caused by remediation to a standard which will pose a risk to health or property, or works carried out by a contractor unless prior approval or agreement has been reached with Us</li> <li>• Damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>
d Impact involving animals, vehicles, trains, aircraft, or any other flying object or anything dropped or falling from them	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage caused by animals owned by or in the care, custody or control of You or members of Your Household</li> </ul>
e Falling trees or branches	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage to gates, fences or hedges</li> <li>• Damage caused by cutting, felling or lopping of trees or branches</li> <li>• The cost of removing a tree or branch unless the Buildings are damaged at the same time</li> </ul>
f Falling aerials, masts, satellite dishes or security cameras	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage caused by aerials or masts over 15 metres high (unless prior agreement has been reached with Us)</li> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> <li>• Any loss where We make a payment under the Contents Section of the Policy</li> </ul>
g Riot, civil unrest, striking workers, labour disturbance or political disturbance	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>Damage to Your Buildings caused by the following:</b>	
<b>h Malicious acts or vandalism</b>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage caused by any one of the following: <ul style="list-style-type: none"> <li>i You or Your Household;</li> <li>ii Any person lawfully in the Buildings;</li> <li>iii Tenant(s) who act or have acted unlawfully or who have been issued with an eviction notice</li> <li>iv Paying Guest(s) who act or have acted unlawfully or are unlawfully in the Property</li> </ul> </li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>
<b>i Storm</b>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage caused by frost</li> <li>• Damage to gates, hedges, fences or tennis courts</li> <li>• Loss or damage to roofs constructed with torch-on felt or mineral felt exceeding 10 years of age</li> </ul>
<b>j Flood</b>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule.</li> <li>• Damage to gates, fences, or tennis courts unless the Property is damaged at the same time by the Flood</li> <li>• Damage caused by frost</li> <li>• Damage where cover for Flood has been excluded from the Policy as set out on Your Schedule</li> <li>• Damage by Flood which results in any one of the following: <ul style="list-style-type: none"> <li>i Subsidence or Ground Heave of the site beneath the Buildings;</li> <li>ii Movement, Settlement or shrinkage of any part of the Buildings or of the land belonging to the Buildings;</li> <li>iii Landslip</li> </ul> </li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Damage to Your Buildings caused by the following:</b></p> <p><b>k Subsidence or Ground Heave of the site beneath the Buildings or Landslip</b></p>	<ul style="list-style-type: none"> <li>• The Subsidence Excess of €1,500 or any higher Subsidence Excess included in any Endorsement on the Schedule</li> <li>• Damage where cover for Subsidence has been excluded from the Policy as set out on Your Schedule</li> <li>• Damage to patios, permanently sited hot tubs, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges, and gates unless the Property is damaged at the same time by this Subsidence or Ground Heave of the site beneath the Buildings or Landslip</li> <li>• Damage caused by bedding down of structures or Settlement</li> <li>• Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the Property are damaged at the same time by this Subsidence or Ground Heave of the site beneath the Buildings or Landslip</li> <li>• Damage caused by a coastline, lakeshore or riverbank being worn away</li> <li>• Damage resulting from any one of the following: <ul style="list-style-type: none"> <li>i demolition or structural repairs or alterations to the Buildings;</li> <li>ii inadequate foundations or faulty workmanship or the use of defective materials in the Buildings.</li> </ul> </li> <li>• Damage arising directly or indirectly from pyrite or sulphate</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>Damage to Your Buildings caused by the following:</b>	
<p>I Stealing or attempted stealing</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage caused by any one of the following: <ul style="list-style-type: none"> <li>i You or Your Household;</li> <li>ii any persons lawfully in the Buildings;</li> <li>iii Tenant(s) who do not vacate the Buildings after any eviction notice has expired</li> <li>iv Paying Guest(s) who act or have acted unlawfully or are unlawfully in the Property</li> </ul> </li> <li>• Loss or damage occurring after the Property has been unoccupied for more than 45 consecutive Days or if the Property is Unfurnished</li> <li>• Loss or damage unless entry has been gained using threatening behaviour to the person or physical damage to the Buildings</li> <li>• Damage not reported to the Gardaí within 24 hours of discovery</li> </ul>

#### THIS SECTION SETS OUT THE ADDITIONAL COVER WE PROVIDE FOR YOUR BUILDINGS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>m Damage caused by the weight of snow or the sudden shifting of an accumulation of snow</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage to roofs constructed with torch-on felt or mineral felt exceeding 10 years of age</li> <li>• Damage to gates, hedges, fences or tennis courts</li> <li>• Any amount exceeding €2,000 in respect of any one claim under the Policy</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>In addition You are covered for the following:</b>	
<b>n Damage to underground services Accidental Damage to drains, pipes, cables and underground tanks, which are located within the boundaries of the Property and used to supply the Buildings</b>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Resulting damage following Accidental Damage to cables or underground services that are located within the boundaries of the Property and supplying the Buildings</li> <li>• Loss or damage by any one of the following: <ul style="list-style-type: none"> <li>i by gradual deterioration which has caused an installation to reach the end of its serviceable life;</li> <li>ii caused by or from demolition, alteration or repair of the Buildings other than by You or Your Domestic Employees;</li> <li>iii caused by or from poor or faulty design, workmanship or materials;</li> <li>iv Damage arising directly or indirectly from pyrite or sulphate</li> </ul> </li> <li>• Damage which You are not legally responsible to repair;</li> <li>• Any amount exceeding €1,000 in respect of any one claim under the Policy</li> </ul>
<b>o Damage to any fixed domestic water or heating installation caused by freezing</b>	<ul style="list-style-type: none"> <li>• The Escape of Water Excess of €750, where the damage is caused by the escape of water from any fixed domestic water or heating installation or domestic appliance</li> <li>• Damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>
<b>p Accidental breakage to glass, ceramic hobs or sanitary ware fixed to and forming part of the Buildings</b>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Breakage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• The replacement cost of any part of the item other than the broken glass, ceramic hob or sanitary ware</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
In addition You are covered for the following:	
<p><b>q Cover while You are selling the Buildings</b>            If between the date the contracts for sale have been signed and exchanged by both parties to the date the sale is completed, Your Buildings are damaged by anything covered under the Buildings Section of the Policy, the buyer shall be entitled to the benefit of this cover during this period</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• This cover does not apply if insurance on the Buildings at the insured address on the Schedule has been arranged by or for the buyer</li> <li>• Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under the Policy</li> </ul>
<p><b>r Fire Brigade Charges</b>            The cost of charges levied on You by a Local Authority in accordance with the provisions of the Fire Services Act 1981, as amended, for Fire Brigade attendance as a result of any incident involving fire affecting the Buildings. The Policy Excess does not apply</p>	<ul style="list-style-type: none"> <li>• Any amount which We are required to pay under the Contents Section</li> <li>• Any amount exceeding €2,000 in respect of any one claim under the Policy</li> </ul>
<p><b>s Emergency Access to the Buildings</b>            Damage caused to the Buildings, including costs to reinstate Your garden within the boundaries of the Buildings, by the Fire Brigade or Ambulance Services for the purposes of gaining entry to the Buildings. The Policy Excess does not apply</p>	<ul style="list-style-type: none"> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>In addition You are covered for the following:</b>	
<p><b>t Trace and Access-Finding a Leak</b> We will pay the Reasonable cost of removing and replacing any part of the Buildings or the land belonging to and within the boundaries of the Property necessary to find a leak from a household heating or water system which has caused an escape of water or oil</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage to the component or appliance from which the water or oil escapes</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> </ul>
<p><b>u Alternative accommodation and/or loss of Rent</b> If the Property is not habitable because of damage covered by the Buildings Section: We will pay:</p> <ul style="list-style-type: none"> <li>i The rent You would have received</li> <li>ii The costs of necessary comparable alternative accommodation for You, Your Household and Your domestic pets during the period until the Property is fit to live in again</li> </ul>	<ul style="list-style-type: none"> <li>• Any costs You agree to pay without Our written permission</li> <li>• Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the Buildings at the time of the loss</li> <li>• Any costs arising from damage by any cover listed elsewhere in the Buildings Section and which is specifically excluded under the Policy</li> <li>• If the Property is normally let to Tenant(s): <ul style="list-style-type: none"> <li>i Any rent owed by the Tenant(s) to You for a period prior to the loss or;</li> <li>ii Any share of rent or any other charges or expenses payable to letting agents or;</li> <li>iii The returning of any deposits to Tenant(s) or;</li> <li>iv Any loss of rent incurred after the Property is fit to be let</li> </ul> </li> </ul>

(continued overleaf)

WHAT IS COVERED	WHAT IS NOT COVERED
<b>In addition You are covered for the following:</b>	
<b>u Alternative accommodation and/or loss of Rent (continued)</b>	<ul style="list-style-type: none"> <li>Any costs arising from damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>Any costs arising for the Property if it is insured as a Holiday Home</li> <li>Any costs arising from Your inability to operate a registered and approved B&amp;B by Fáilte Ireland</li> <li>Any amount exceeding 15% of the Sum Insured under this Section in respect of any one claim under the Policy</li> <li>Any amount We become liable to pay under the Contents Section of the Policy</li> <li>Any amount in respect of mortgage repayments</li> </ul>
<b>v Landscaping Costs</b> Expenses incurred to reinstate Your garden, within the boundaries of the Buildings, following damage as a result of Storm or Flood, provided the Property is damaged at the same time by the Storm or Flood	<ul style="list-style-type: none"> <li>The Excess on Your Schedule</li> <li>Any amount exceeding €2,000 in respect of any one claim under the Policy</li> <li>Damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>
<b>w Door locks Replacement</b> Replacement and installation of locks to any external door of the Property or any garage or domestic outbuildings or any domestic safe or burglar alarm keyswitch if the keys have been lost or damaged	<ul style="list-style-type: none"> <li>The Excess on Your Schedule</li> <li>Any amount exceeding €700 in respect of any one claim under the Policy</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><input checked="" type="checkbox"/> <b>Accidental Damage to Your Buildings</b> (only where indicated as being covered in the Schedule)</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Damage occurring when the Property is lent, let or sub-let to anyone other than Your Household</li> <li>• Damage caused by water entering the Property other than by rainwater entering through a window accidentally left open</li> <li>• Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded by the Policy</li> <li>• Damage caused by a coastline, lakeshore or riverbank being worn away</li> <li>• Damage caused by or from demolition, alteration or repair to the Buildings</li> <li>• Damage arising directly or indirectly from pyrite or sulphate</li> <li>• Damage caused by Subsidence or Ground Heave of the site beneath the Buildings or Landslip</li> <li>• Movement, Settlement or shrinkage of any part of Your Buildings or of the land belonging to Your Buildings</li> <li>• Damage caused by the weight of snow or the sudden shifting of an accumulation of snow</li> </ul>

## INFLATION PROTECTION FOR THE BUILDINGS

### Index Linking

This clause is not operative unless stated on Your Schedule

We continuously monitor a number of rebuilding indices and will adjust Your Buildings Sum Insured at Your Renewal using an index that We feel best protects You against inflation. Where indexation applies to Your Policy, it will operate as follows:

- The index applied will be chosen by Us and will be outlined on Your Schedule showing the revised increased Buildings Sum Insured for the Period of Insurance.
- Your renewal premium will be calculated on the revised Sum Insured, when Your renewal is being prepared by Us.
- If the index falls, We will not adjust Your Sum Insured downward unless You ask Us to.

- Inflation protection only applies to the Buildings Sum Insured and does not apply to any other monetary amounts under the Policy.
- Inflation protection will continue to apply following loss or damage by any cause listed in this section for the duration the Buildings are being repaired or reinstated, provided You take all Reasonable steps to ensure that the reinstatement is carried out without delay.

**Important points to note:**

- The adjustments made by Us do not take account of the significant differences in Property rebuilding costs and may therefore not be sufficient for Your needs. We strongly advise that You do not rely on Our adjustments alone to ensure Your Buildings Sum Insured is adequate and recommend that You review Your Buildings Sum Insured using the Society of Chartered Surveyors guidelines at [www.scsi.ie](http://www.scsi.ie).
- It is Your responsibility to review Your Buildings Sum Insured and ensure it is adequate for Your needs.
- Under insurance applies to this Policy so where the Sum Insured is less than the full rebuilding cost at the time of the damage, We will pay only for the proportion of the damage the Sum Insured bears to such cost.

**The cover in this Buildings Section only applies if shown on Your Schedule**

**HOW WE SETTLE CLAIMS**

If You wish to claim under this section of Your Policy please follow the steps detailed in the **“Making a Claim” section pages 6 to 7. You should also read the Policy Conditions and Policy Exclusions on pages 58 to 67** You must provide access to the Buildings, 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 those works by them.

In the event of a claim we may not be obliged to pay you the full amount until repair, replacement or reinstatement works have been completed and specified documentation has been furnished to us. Where such conditions apply we can defer (a) 5% of the claim settlement amount in a case in which the claim settlement amount is less than €40,000 or (b) 10% in a case in which the claim settlement amount is €40,000 or more.

## CLAIMS SETTLEMENT FOR 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

- the damaged parts of the Buildings can be repaired or reinstated and
- the Buildings are in good repair, and
- 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:

- repair/reinstate or
- pay the full agreed Reasonable cost of repair/reinstatement to the Buildings to You.

### 2. Buildings not insured for the correct amount - Under Insurance Clause

Where the Sum Insured is less than the full rebuilding cost including Fees at the time of the damage We will pay only for the proportion of the damage the Sum Insured bears to such rebuilding cost.

### 3. Where the Buildings are not in good repair, We will make a deduction from any settlement for wear, tear, depreciation and/or Betterment.

### 4. If the repair or replacement is not carried out, We will pay the lesser of:

- The decrease in market value of the Buildings solely due to the damage or
- The cost of the work had it been completed by Our Managed Repair Network of Building Contractors or the cost of the work based upon the most competitive estimate or tender from Your nominated contractors, provided that the repair work was carried out without delay.

### Maximum Amount payable for Buildings

The maximum amount payable for Your Buildings in respect of any one incident, (including Fees, Removal of Debris and Local Authority requirements) is the Building Sum Insured limit (less any Excess). The Sum insured on the Buildings will be reinstated following the payment of any claim.

The cover in this Buildings Section only applies if shown on Your Schedule We also provide the following cover:

## BUILDINGS SECTION - OWNERS LIABILITY TO THE PUBLIC

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Your legal liability</b></p> <ul style="list-style-type: none"> <li>• as owner (but not occupier) of the Buildings or the land belonging to, and within the boundaries of the Property at the insured address on the Schedule, to pay damages which arise from any single event occurring during the Period of Insurance which results in:</li> </ul> <ul style="list-style-type: none"> <li>i accidental bodily injury, death, disease or illness of any person or</li> <li>ii accidental loss of or damage to property</li> </ul>	<p>We will not pay for liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• Any injury, death, disease or illness of any member of Your Household</li> <li>• Loss of or damage to property owned, occupied or in the custody or control of any member of Your Household</li> <li>• Loss or damage arising out of land used for commercial or business purposes</li> <li>• An agreement unless the liability would have existed without the agreement</li> <li>• Your employment, business or profession other than the provision in the Property of: <ul style="list-style-type: none"> <li>i a child minding service for up to 2 children provided the Property is occupied by You as Your Main Private Dwelling or;</li> <li>ii accommodation for up to 6 Paying Guest(s) provided the Property is occupied by You as Your Main Private Dwelling</li> </ul> </li> </ul>

(continued overleaf)

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**Owners liability to the public  
general exclusions**

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**WHAT IS NOT COVERED**

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**We will not pay for liability directly or indirectly  
arising from:**

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(continued)

- Any mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment being used at the Property), wheelchairs and mobility scooters capable of travelling at more than 4 miles an hour (or equivalent kilometres per hour), lifts (other than internal stair lifts), boats (other than hand propelled boats), hovercraft, aircraft, trailers or caravans owned by or in the custody or control of any member of Your Household
- Injury to any person in Your employment
- The use of any vehicle for which insurance is compulsory under the Road Traffic Act, as amended
- The use of model aircraft and drones not in accordance with the Small Unmanned Aircraft (Drones) and Rockets Order, 2015 (SI 563 of 2015) and any subsequent amending legislation
- The ownership possession or use of any bouncing castle, inflatable game or trampoline in or about the Property and within the boundaries of the land belonging to the Property unless such item is situated on a soft surface in its own space away from walls, trees or fences and attended to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned in a location which prevents access by minors and allows immediate access by an adult to a cut-off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item

(continued overleaf)

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**Owners liability to the public  
general exclusions**

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**WHAT IS NOT COVERED**

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**We will not pay for liability directly or indirectly  
arising from:**

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(continued)

- The ownership possession or use of a swimming pool, hot tub, spa or jacuzzi in or about the Property unless such item is attended to or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use
  - Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials
  - Accidental loss of or damage to property arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials
  - The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials
  - The administering of drugs/medication or the lifting of a patient by a person acting as a home help or a carer.
  - Any incident(s) where We may become legally liable to pay under the Contents Section
- 

**Limit**

**We will pay up to €3,000,000 in connection with any one incident inclusive of any legal costs and expenses which You have to pay, provided We confirm Our agreement in writing**

**If You should die Your legal personal representatives will have the protection of this cover**

## CONTENTS SECTION

This Section sets out the cover We provide for Contents while in the Property (subject to the Sum Insured limit shown on Your Schedule) The cover in this Contents Section only applies if shown on Your Schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Loss or damage to the Contents while in the Property caused by the following:</b></p> <ul style="list-style-type: none"> <li>a Fire, explosion, lightning, earthquake or smoke</li> </ul>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage by smoke from air pollution</li> <li>• Loss or damage by smoke from fireplaces</li> </ul>
<p><b>b Escape of water from any washing machine, dishwasher, fish tank, fixed water or heating installation or domestic appliance</b></p>	<ul style="list-style-type: none"> <li>• The Excess of €750 or any higher Escape of water Excess included in any Endorsement on the Schedule</li> <li>• Loss or damage caused by Flood</li> <li>• Loss or damage to the component or appliance from which the water escapes</li> <li>• Loss or damage caused by the slow, gradual escape of water through seals or grouting</li> <li>• Damage caused by remediation to a standard which will pose a risk to health or property</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>
<p><b>c Escape of oil from any fixed domestic heating installation</b></p>	<ul style="list-style-type: none"> <li>• The Excess of €750 or any higher Escape of oil Excess included in any Endorsement on the Schedule</li> <li>• Loss or damage to the component or appliance from which the oil escapes</li> <li>• Damage caused by remediation to a standard which will pose a risk to health or property, or works carried out by a contractor unless prior approval or agreement has been reached with Us</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Loss or damage to the Contents while in the Property caused by the following:</b></p> <p>d Impact involving animals, vehicles, trains, aircraft, or any other flying object or anything dropped or falling from them</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage caused by animals owned by or in the care, custody or control of You or members of Your Household</li> <li>• Loss or damage unless the Property is damaged at the same time and by the same cause</li> </ul>
<p>e Falling trees or branches</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage caused by cutting, felling or lopping of trees or branches</li> <li>• The cost of removing a tree or branch</li> </ul>
<p>f Falling aerials, masts, satellite dishes or security cameras</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage caused by aerials or masts over 15 metres high (unless prior agreement has been reached with Us)</li> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> <li>• Any loss or damage where We make a payment under the Buildings Section of the Policy</li> </ul>
<p>g Riot, civil unrest, striking workers, labour disturbance or political disturbance</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> </ul>
<p>h Malicious acts or vandalism</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage caused by any one of the following: <ul style="list-style-type: none"> <li>i You or Your Household</li> <li>ii any person lawfully in the Property;</li> <li>iii Tenant(s) who act or have acted unlawfully or who have been issued with an eviction notice</li> <li>iv Paying Guest(s) who act or have acted unlawfully or are unlawfully in the Property</li> </ul> </li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> </ul>
<p>i Storm</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Loss or damage to the Contents while in the Property caused by the following:</b></p> <p>j Flood</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage where cover for Flood has been excluded from the Policy as set out on Your Schedule</li> <li>• Damage by Flood which results in any one of the following: <ul style="list-style-type: none"> <li>i Subsidence or Ground Heave of the site beneath the Buildings;</li> <li>ii Movement, Settlement or shrinkage of any part of the Buildings or of the land belonging to the Buildings;</li> <li>iii Landslip</li> </ul> </li> </ul>
<p>k Subsidence or Ground Heave of the site beneath the Buildings or Landslip</p>	<ul style="list-style-type: none"> <li>• The Subsidence Excess on Your Schedule</li> <li>• Loss or damage where cover for Subsidence has been excluded from the Policy as set out on Your Schedule</li> <li>• Loss or damage caused by bedding down of structures or Settlement</li> <li>• Loss or damage caused by a coastline, riverbank or lakeshore being worn away</li> <li>• Loss or damage resulting from any one of the following: <ul style="list-style-type: none"> <li>i demolition or structural repairs or alterations to the Property;</li> <li>ii inadequate foundations or faulty workmanship or the use of defective materials</li> </ul> </li> </ul>
<p>l Stealing or attempted stealing</p> <p>i Where entry is gained to the Property using threatening behaviour to the person or physical damage to the Property</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Loss or damage not reported to the Gardaí within 24 hours of discovery</li> <li>• Loss or damage caused by You or Your Household or any person(s) lawfully in the Property</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Loss or damage to the Contents while in the Property caused by the following:</b></p> <p>Stealing or attempted stealing</p> <p>ii Where entry is gained to the Property <b>not</b> using threatening behaviour to the person or physical damage to the Property</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage caused by You or Your Household or any person(s) lawfully in the Property</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Loss by deception unless it is only entry into the Property that is gained by deception</li> <li>• Loss of Money</li> <li>• Loss or damage caused by Tenant(s) who do not vacate the Property after any eviction notice has expired</li> <li>• Loss or damage not reported to the Gardaí within 24 hours of discovery</li> <li>• Loss or damage caused by Paying Guest(s) who act or have acted unlawfully or are unlawfully in the Property</li> </ul>

#### THIS SECTION SETS OUT THE ADDITIONAL COVER WE PROVIDE FOR YOUR CONTENTS

m Accidental Damage to mirrors, plate glass tops to furniture and fixed glass in furniture	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Loss or damage while the Property is lent, let or sub-let to anyone other than Your Household</li> </ul>
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WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>In addition You are covered for the following:</b></p> <ul style="list-style-type: none"> <li><b>n Deep Freezer Contents</b> Loss of or damage to food in a fridge or domestic deep freezer in the Property caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. We will also pay for loss of or damage to food which has been removed from the deep freezer following an incident We insure</li> </ul>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority</li> <li>• Loss or damage resulting from neglect by You or Your Household</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Loss or damage when the Property is not Your Main Private Dwelling</li> <li>• Any amount exceeding €2,000 in respect of any one claim under the Policy</li> </ul>
<ul style="list-style-type: none"> <li><b>o Alternative accommodation and/or loss of rent</b> If the Property is not habitable because of damage covered by the Contents Section We will pay:           <ul style="list-style-type: none"> <li>i The rent You would have received or are responsible for paying</li> </ul> </li> </ul> <p>(continued overleaf)</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Any costs You agree to pay without Our written permission</li> <li>• Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the Property at the time of loss</li> <li>• Any costs arising from damage by any cover listed elsewhere in the Contents Section and which is specifically excluded under the Policy</li> <li>• If the Property is normally let to Tenant(s):           <ul style="list-style-type: none"> <li>i Any rent owed by the Tenant(s) to You for a period prior to the loss or;</li> <li>ii Any share of rent or any other charges or expenses payable to letting agents or;</li> <li>iii Any loss of rent incurred after the Property is fit to be let</li> </ul> </li> </ul> <p>(continued overleaf)</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>In addition You are covered for the following:</b></p> <p><b>Alternative accommodation and/or loss of rent (continued)</b></p> <p>ii The costs of necessary comparable alternative accommodation for You, Your Household and Your domestic pets until the Property is fit to live in again</p>	<ul style="list-style-type: none"> <li>Any costs arising from damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>Any costs arising if the Property is insured as a Holiday Home</li> <li>Any costs arising from Your inability to operate a registered and approved B&amp;B by Fáilte Ireland</li> <li>Any amount exceeding 15% of the Sum Insured under this Section in respect of any one claim under the Policy</li> <li>Any amount which We become liable to pay under the Buildings Section of the Policy</li> <li>Any amount in respect of mortgage repayments</li> </ul>
<p><b>p Contents in the garden</b></p> <p>Loss of or damage to the Contents by any cause covered under the Contents Section occurring within the boundaries of the land belonging to the Property</p>	<ul style="list-style-type: none"> <li>The Excess on Your Schedule</li> <li>Loss of or damage to Money</li> <li>Any amount exceeding €700 in respect of any one claim under the Policy</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>In addition You are covered for the following:</b></p> <p><b>q</b> <b>Contents temporarily removed to another building</b>  Loss of or damage to the Contents by any cause that is covered under the Contents section while temporarily removed from the Property to:</p> <ul style="list-style-type: none"> <li>i an occupied private dwelling in the Island of Ireland: or</li> <li>ii any building in the Island of Ireland where any members of Your Household are living, working, studying or carrying on their business: or</li> <li>iii any other building operating as a commercial storage facility in the Island of Ireland</li> </ul>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Any loss or damage exceeding 20% of the Contents Sum Insured in respect of any one claim under the Policy but not exceeding 10% of the Contents Sum Insured in respect of any one item</li> <li>• Loss or damage to Valuables</li> <li>• Loss or damage by stealing or attempted stealing unless entry has been gained using threatening behaviour to the person or physical damage to the premises where the Contents have been moved</li> <li>• Property removed for sale or exhibition</li> <li>• Loss or damage caused by malicious acts or vandalism</li> <li>• Accidental Damage</li> <li>• Any Contents removed from the Property unless it is Your Main Private Dwelling</li> <li>• Money</li> </ul>
<p><b>r</b> <b>Reinstatement of title deeds</b>  The cost of replacing the Title Deeds to the Property if they are lost or damaged by any cause, while in the Property or lodged with Your Building Society, Bank or Solicitor. The Policy Excess does not apply</p>	<ul style="list-style-type: none"> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>In addition You are covered for the following:</b></p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Any amount exceeding €1,000 in respect of any one claim under the Policy</li> </ul>
<p><b>s Loss of oil</b> The cost of replacing oil lost by stealing from the domestic heating installation or following Accidental Damage to the domestic heating installation</p>	
<p><b>t Clean up expenses</b></p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if the Property is Unfurnished</li> <li>• Any amount exceeding €2,000 in respect of any one claim under the Policy</li> </ul>
<p><b>u Weddings &amp; Civil Partnerships</b> The cost of replacing Wedding or Civil Partnership gifts if they are stolen or damaged by any cause covered under the Contents Section while in the Property for a period of one month before and one month after the ceremony of You or a member of Your Household</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Loss or damage which You or Your Household are covered for under another contract of insurance</li> <li>• Any amount exceeding an additional 10% of the Sum Insured under this Section in respect of any one claim under this Policy</li> <li>• Money</li> <li>• Any amount where the Property is not Your Main Private Dwelling</li> </ul>
<p><b>v Christmas gifts</b> The cost of replacing Christmas Gifts if they are stolen or damaged by any cause covered under the Contents Section while in the Property during the months of December and January</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Any amount exceeding an additional 10% of the Sum Insured under this Section in respect of any one claim under this Policy</li> <li>• Money</li> <li>• Any amount where the Property is not Your Main Private Dwelling</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>In addition You are covered for the following:</b></p>	
<p><b>w Unaunauthorised use of credit cards</b> Financial loss resulting from the unaunauthorised use of bank cash cards, debit cards, charge, cheque and/or credit cards, by anyone other than members of Your Household</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Losses not reported to the issuing organisation within 24 hours of discovery of the loss</li> <li>• Losses occurring due to the credit card(s) not being used in accordance with the conditions of use of the issuing organisation.</li> <li>• Any amount exceeding €1,000 in respect of any one claim under this Policy</li> <li>• Any amount recoverable from the issuing organisation</li> <li>• Any amount where the Property is not Your Main Private Dwelling</li> </ul>
<p><b>x Visitors Personal Effects</b> The cost of replacing Personal Effects belonging to visitors not insured by another insurance Policy, if they are stolen or damaged by any cause covered under the Contents Section while in the Property</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Property owned by Paying Guest(s)</li> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> <li>• Money</li> <li>• Any amount where the Property is not Your Main Private Dwelling</li> </ul>
<p><b>y Moving house</b> Loss or damage to Contents in transit by land from the Property for permanent removal to a new permanent address within the island of Ireland by professional removal contractors</p>	<ul style="list-style-type: none"> <li>• Loss or damage to Valuables</li> <li>• Loss or damage to china, glass, earthenware and other items of a brittle nature unless they have been packed by professional removal contractors</li> <li>• Money</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<b>In addition You are covered for the following:</b>	
<b>z Fire brigade charges</b> The cost of the charges levied on You by a Local Authority in accordance with the provisions of the Fire Services Act 1981, as amended for Fire Brigade Attendance as the result of any incident involving fire affecting the Contents. The Policy Excess does not apply	<ul style="list-style-type: none"> <li>Any amount which We are required to pay under the Buildings Section</li> <li>Any amount exceeding €2,000 in respect of any one claim under the Policy</li> </ul>
<b>aa Fatal accident benefit</b> The accidental death of You or any member of Your Household at the Property as a result of: <ul style="list-style-type: none"> <li>i fire, lightning, explosion: or</li> <li>ii assault by any person(s) not lawfully in the Property</li> </ul>	<ul style="list-style-type: none"> <li>Any amount exceeding €5,000 per person in respect of accidental death</li> <li>Paying Guest(s) in the Property</li> <li>Any amount where the Property is not Your Main Private Dwelling</li> </ul>
<b>ab Apartment owners improvements to the Property</b> Alterations or additional work carried out to the Apartment You own at the insured address on the Schedule following loss or damage by any of the causes covered under this Contents Section	<ul style="list-style-type: none"> <li>The Excess on Your Schedule</li> <li>Any amount more specifically insured by another policy</li> <li>Any amount exceeding €2,000 or higher amount notified to Us and specifically agreed by Us in respect of any one claim under the Policy</li> </ul>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>In addition You are covered for the following:</b></p>	<ul style="list-style-type: none"> <li>• Loss or damage by stealing from a motor vehicle, unless: <ul style="list-style-type: none"> <li>i the item(s) are concealed within a glove compartment or concealed within a locked boot; and</li> <li>ii the motor vehicle is securely locked; and</li> <li>iii force and violence is used to get into the motor vehicle</li> </ul> </li> <li>• Any amount exceeding €200 in respect of any one claim under the Policy</li> <li>• Any amount where the Property is not Your Main Private Dwelling</li> </ul>
<p><b>ad Accidental Damage to Contents</b> at the Property owned by any member of Your Household or for which they are responsible (only where indicated as being covered in the Schedule)</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Damage to Personal Possessions and Money</li> <li>• Damage while the Property is lent, let or sub-let to anyone other than Your Household</li> <li>• Damage caused by assembling or dismantling of the apparatus in respect of Home Office Equipment</li> <li>• Damage to musical instruments used or held for business or professional purposes</li> <li>• Loss of tone of musical instruments or the cost of replacing broken strings or drum skins or damage caused by scratching, denting or bruising of such instruments</li> <li>• Loss or damage occurring after the Property has been Unoccupied for more than 45 consecutive days or if Property is Unfurnished</li> <li>• Loss or damage We specifically exclude or provide cover for elsewhere under this Policy.</li> </ul>
<p><b>ae Jury Service</b> We will pay You €50 per day for each day You attend at court for jury service as long as You give Us satisfactory written proof from the court You attended. The Policy Excess does not apply.</p>	<ul style="list-style-type: none"> <li>• Any amount exceeding €700 in respect of any one claim under the Policy</li> <li>• Any amount where the Property is not Your Main Private Dwelling</li> </ul>

### Maximum Amount Payable for Contents

The maximum amount payable in respect of any one incident (less any Excess) is:  
The Contents Sum Insured shown on the Schedule:

- When the Property is Your Main Private Dwelling the Contents Sum Insured includes Home Office Equipment €4,000 and Money €400.

### High Risk Items – Totals and Single Item Limits

#### Main Private Dwelling

- 50% of the Contents Sum Insured in total with a single item limit of 10% of the Contents Sum Insured.

#### Residential Investment/Tenanted Properties or Holiday Homes

- 20% of the Contents Sum Insured in total with a single item limit of 10% of the Contents Sum Insured.

## INFLATION PROTECTION FOR CONTENTS SECTION

#### Index Linking

#### THIS CLAUSE IS NOT OPERATIVE UNLESS STATED ON YOUR SCHEDULE

We continuously monitor a number of household goods indices and will adjust Your Contents Sum Insured at Your Renewal using an index that We feel best protects You against inflation. Where indexation applies to Your Policy, it will operate as follows:

- The index applied will be chosen by Us and will be outlined on Your Schedule showing the revised increased Contents Sum Insured for the Period of Insurance.
- Your renewal premium will be calculated on the revised Sum Insured, when Your renewal is being prepared by Us.
- If the index falls, We will not adjust Your Sum Insured downward unless You ask Us to.
- Inflation protection only applies to the Contents Sum Insured and does not apply to any other monetary amounts under the Policy.

#### Important points to note:

- The adjustments made by Us may not be sufficient for Your needs and therefore You should not rely on this alone to ensure Your Contents Sum Insured is adequate.
- It is Your responsibility to review Your Contents Sum Insured and ensure it is adequate for Your needs.
- Under insurance applies to this Policy so where the Sum Insured is less than the full cost of replacing all the Contents as new at the time of the damage, We will pay only for the proportion of the loss or damage the Sum Insured bears to the cost of replacing all the Contents as new.

## CLAIMS SETTLEMENT FOR CONTENTS

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

1. **Where the damage can be economically repaired**, We will either arrange or authorise repair.
2. **Where the damaged or lost item can be replaced with an item of similar quality**,
  - We will either arrange or authorise replacement.
  - If an exact replacement is not available, We will either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item We may make a deduction in respect of Betterment.
3. **Where We are unable to economically repair or replace the item** with an item of similar quality, We will make a payment equal to an agreed value.
4. **We will make a deduction for wear, tear and depreciation** in respect of the following items where they are more than 4 years old:
  - clothing, furs, household linen, curtains, blinds and fabrics
  - carpets, rugs and linoleum
5. **Contents not insured for the correct amount - Under insurance.**  
If at the time of the loss or damage the Sum Insured is less than the cost of replacing all the Contents as new We will pay only for the proportion of the loss or damage which the Sum Insured bears to the cost of replacing all the Contents as new.

## CONTENTS SECTION – THIRD PARTY LIABILITY

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>You or Your Household's legal liability:</b></p> <ul style="list-style-type: none"> <li>i as occupier (but not owner) of the Property or the land belonging to, and within the boundaries of the Property</li> <li>ii in any other personal capacity when the Property is Your Main Private Dwelling or occupied by You as a Holiday Home</li> <li>iii as an employer of any Domestic Employee in the Republic of Ireland or outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland</li> </ul>	<p>We will not pay for liability arising directly or indirectly from:</p>

for any amounts You or Your Household become legally liable to pay for damages which arise from a single event occurring during the Period of Insurance which results in:

- i accidental bodily injury, death, disease or illness of any person; or
  - ii accidental loss of or damage to property
- Any injury, death, disease or illness of any member of Your Household other than Your Domestic Employees
  - Loss of or damage to property owned or in the custody or control of any member of Your Household

(continued overleaf)

**THIRD PARTY  
LIABILITY  
GENERAL  
EXCLUSIONS**

**WE WILL NOT PAY FOR LIABILITY ARISING DIRECTLY OR  
INDIRECTLY FROM:  
(CONTINUED)**

- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of Your Household other than the provision in the Property:
  - i a child minding service for up to 2 children provided the Property is occupied by You as Your Main Private Dwelling: or
  - ii accommodation for up to 6 Paying Guest(s) provided the Property is occupied by You as Your Main Private Dwelling
- The transmission of any communicable disease by any member of Your Household
- Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials
- Accidental loss or damage to property arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials
- The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials
- Injury, death, disease or illness (other than to a Domestic Employee) or damage arising out of any one of the following:
  - i the ownership of land or Buildings by any member of Your Household;
  - ii the occupation of land or Buildings by any member of Your Household other than the Buildings or the lands belonging to the Property;
  - iii the use of horses or horse hybrids other than at the Property;
  - iv Any mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment being used at the Property), wheelchairs and mobility scooters capable of travelling at more than 4 miles per hour (or equivalent kilometres per hour), lifts (other than internal stair lifts), boats (other than hand propelled boats), hovercraft, aircraft, trailers or Caravans owned by or in the custody or control of any member of Your Household
  - v The use of Model aircraft and drones not in accordance with the Small Unmanned Aircraft (Drones) and Rockets Order, 2015 (SI 563 of 2015) and any subsequent amending legislation;

(continued overleaf)

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**THIRD PARTY  
LIABILITY  
GENERAL  
EXCLUSIONS**

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**WE WILL NOT PAY FOR LIABILITY ARISING DIRECTLY OR  
INDIRECTLY FROM:  
(CONTINUED)**

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- vi Ownership, possession, use or discharge of firearms other than sporting gun(s) used in accordance with a current Firearm Certificate (under the Firearms and Offensive Weapons Act 1990, as amended) that a member of Your Household has been granted, in respect of possession, use or carriage and that these sporting gun(s) are stored separately from ammunition in a locked safe designed for such use;
  - vii Ownership, possession, or use of dangerous dogs as specified in regulations made under the "Control of Dogs Act 1986" and Control of dogs (amendment) Act 1992, as amended if such ownership, possession or use is not in accordance with the provisions of such regulations;
  - viii The ownership possession or use of any bouncing castle, inflatable game or trampoline in or about the Property and within the boundaries of the land belonging to the Property unless such item is situated on a soft surface in its own space away from walls, trees or fences and attended to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned in a location which prevents access by minors and allows immediate access by an adult to a cut-off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item;
  - ix The ownership possession or use of a swimming pool, hot tub, spa or jacuzzi in or in or about the Property unless such item is attended or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use;
  - x Any incident(s) where We may become legally liable to pay under the Buildings Section;
  - xi The administering of drugs/medication or the lifting of a patient by a person acting as a home help or a carer
- 

**Limit**

We will pay up to €3,000,000 in connection with any one incident inclusive of any legal costs and expenses which You have to pay provided We confirm Our agreement in writing If You should die Your legal personal representatives will have the protection of this cover

## LIABILITY FOR PROPERTY DAMAGE IF YOU ARE THE OCCUPIER OF THE INSURED ADDRESS ON THE SCHEDULE AND NOT THE OWNER OR LANDLORD

### WE WILL NOT PAY FOR

If You are the occupier of the insured address on the Schedule and not the owner or landlord, We will pay all sums which You are liable to pay under the terms of Your tenancy agreement for:

**a Buildings**

Damage to the Buildings by any cause insured in the Contents section of this Policy

- Loss or damage caused by Fire, Subsidence, Ground Heave of the site beneath the Buildings, or Landslip

**b Decorations and Fixtures**

Accidental Damage to internal decorations or landlords fixtures and fittings of the Buildings

- Loss or damage to property owned by You or any member of Your Household

**c Underground Services**

Accidental Damage to cables or underground services that are located within the boundaries of the Property and supplying the Buildings

- Resulting damage following Accidental Damage to cables or underground services that are located within the boundaries of the Property and supplying the Buildings

**d Glass and Sanitary Ware**

Accidental Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops, washbasins pedestals, shower cubicles, baths, sinks, lavatory pans and other sanitary ware in the Property

### Limit

The maximum amount payable in respect of any one incident is 20% of the Contents Sum Insured in any one Period of Insurance

## ALL RISKS SECTION (PERSONAL POSSESSIONS)

The cover in this All Risks Section only applies if shown on Your Schedule  
**UNSPECIFIED ALL RISKS TO THE AMOUNT SHOWN ON THE SCHEDULE**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Valuables, clothing and Personal Effects, sports equipment and personal Money owned by any member of Your Household or for which they are responsible anywhere within the Republic of Ireland and for trips outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Any article used or held for business or professional purposes</li> <li>• Mobile phones, laptops, tablet computers, hearing aids, china, glass, porcelain articles and other items of a brittle nature</li> <li>• Pedal cycles</li> <li>• Musical instruments used or held for business or professional purposes</li> <li>• Camping equipment</li> <li>• Loss by deception unless it is only entry into the Property that is gained by deception</li> <li>• Loss or damage by stealing from a motor vehicle, unless: <ul style="list-style-type: none"> <li>i the item(s) are concealed within a glove compartment or concealed within a locked boot; and</li> <li>ii the motor vehicle is securely locked; and</li> <li>iii force and violence is used to get into the motor vehicle</li> </ul> </li> </ul>
<p>a Stealing or accidental loss of or Accidental Damage to Valuables, clothing and Personal Effects</p>	<p>(continued overleaf)</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>a Stealing or accidental loss of or Accidental Damage to Valuables, clothing and Personal Effects</b></p> <p>(continued)</p>	<p>(continued)</p> <ul style="list-style-type: none"> <li>• Any amount exceeding the Sum Insured limit for Unspecified All Risks in respect of any one claim under the Policy</li> <li>• Any amount exceeding €1,000 in respect of any one claim for any one item of Valuables, clothing or Personal Effects</li> <li>• Stealing or loss of Valuables, clothing or Personal Effects not reported to the Gardaí or local law enforcement agency within 24 hours of discovery</li> </ul>
<p><b>b Stealing or accidental loss of or Accidental Damage to sports equipment</b></p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Pedal cycles, motor vehicles, trailers, caravans, boats, vessels, aircraft and other flying objects and their respective parts or accessories</li> <li>• Living creatures</li> <li>• Loss or damage while taking part in organised racing (other than on foot) or professional sports</li> <li>• Loss or damage to equipment whilst in use</li> <li>• Loss by deception unless it is only entry into the Property that is gained by deception</li> <li>• Loss or damage by stealing from a motor vehicle, unless: <ul style="list-style-type: none"> <li>i the items are concealed within a glove compartment or concealed within a locked boot; <u>and</u></li> <li>ii the motor vehicle is securely locked; <u>and</u></li> <li>iii force and violence is used to get into the motor vehicle</li> </ul> </li> </ul> <p>(continued overleaf)</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>b Stealing or accidental loss of or Accidental Damage to sports equipment</b></p> <p>(continued)</p>	<p>(continued)</p> <ul style="list-style-type: none"> <li>• Any amount exceeding the Sum Insured limit for Unspecified All Risks in respect of any one claim under the Policy</li> <li>• Any amount exceeding €1,000 in respect of any one claim for any one item of sports equipment</li> <li>• Stealing or loss of sports equipment not reported to the Gardaí or local law enforcement agency within 24 hours of discovery</li> </ul>
<p><b>c Stealing or accidental loss of or Accidental Damage to Money used or held solely for private, social or domestic purposes</b></p>	<ul style="list-style-type: none"> <li>• Securities, certificates (other than savings certificates and documents) of any kind</li> <li>• Depreciation in value of Money</li> <li>• Stealing or loss of Money caused by errors or omissions in payments, receipts or book-keeping</li> <li>• Stealing or loss of Money not reported to the Gardaí or local law enforcement agency within 24 hours of discovery</li> <li>• Stealing or loss of Money used or held for business or professional purposes</li> <li>• Loss by deception unless it is only entry into the Property that is gained by deception</li> <li>• Loss or damage by stealing from a motor vehicle, unless: <ul style="list-style-type: none"> <li>i the items are concealed within a glove compartment or concealed within a locked boot; <u>and</u></li> <li>ii the motor vehicle is securely locked; <u>and</u></li> <li>iii force and violence is used to get into the motor vehicle</li> </ul> </li> <li>• Any amount exceeding €400 in respect of any one claim under the Policy</li> </ul>

## SPECIFIED ALL RISKS (SPECIFIED PERSONAL POSSESSIONS)

## Specified All Risks shown on the Schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Stealing or accidental loss of or Accidental Damage to items (including Pedal Cycles) specified on the Schedule and owned by any member of Your Household or for which they are responsible anywhere within the Republic of Ireland and for trips outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland</p>	<ul style="list-style-type: none"> <li>• The Excess on Your Schedule</li> <li>• Any article used or held solely for business or professional purposes</li> <li>• Follow on charges associated with mobile phones</li> <li>• Loss by deception unless it is only entry into the Property that is gained by deception</li> <li>• Loss or damage by stealing from a motor vehicle, unless: <ul style="list-style-type: none"> <li>iv the items are concealed within a glove compartment or concealed within a locked boot; <u>and</u></li> <li>v the motor vehicle is securely locked; <u>and</u></li> <li>vi force and violence is used to get into the motor vehicle</li> </ul> </li> <li>• Any amount exceeding the Sum Insured in respect of any item of specified All Risks</li> <li>• Any amount for loss of or damage to any part, stone, jewel, setting or mounting attached to or making up any item of Jewellery insured for more than €15,000 unless all settings, mountings, clips and fastenings have been inspected and overhauled by a professional jeweller (or watchmaker) in the previous two years prior to the loss or damage, and proof of this has been retained by You</li> <li>• Stealing or loss of any specified item(s) not reported to the Gardaí or local law enforcement agency within 24 hours of discovery</li> </ul>

(continued overleaf)

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul style="list-style-type: none"><li>• Stealing of a specified pedal cycle or parts of the pedal cycle or accessories whilst outside the boundaries of the land belonging to the Property unless the pedal cycle is in a locked building or has been immobilised by a locked security device</li><li>• Loss or damage of a specified pedal cycle while the pedal cycle is being used in an organised race</li><li>• Loss or damage to tyres, wheels or accessories of a specified pedal cycle unless the pedal cycle is lost or damaged at the same time</li><li>• Any incident where We may liable to pay under the Road Traffic Act, as amended</li></ul>

## INFLATION PROTECTION FOR ALL RISKS

### Index Linking

**THIS CLAUSE IS NOT OPERATIVE FOR ALL RISKS**

### Important points to note:

- It is Your responsibility to review Your All Risks Sum(s) Insured and ensure it is adequate for Your needs.

### CLAIMS SETTLEMENT FOR THE ALL RISKS SECTION

Provided the loss or damage is covered under Your Policy, We will settle Your claim as explained below subject to the Sum Insured (less any Excess).

- Where the damage can be economically repaired, We will either arrange or authorise repair.
  - Where the damaged or lost item(s) can be replaced with item(s) of similar quality, We will either arrange or authorise replacement. If an exact replacement is not available, We will either arrange or authorise replacement with an item of similar quality.
  - Where We are unable to economically repair or replace the item(s) with item(s) of similar quality, We will make a cash payment equal to an agreed replacement value.
  - Where We have offered repair or replacement, but You prefer a cash settlement, We will pay You an amount equal to the amount We would have paid had the item(s) been repaired or replaced.
- We may make a deduction for wear, tear and depreciation for clothing more than 4 years old.

## HOME COVER SECTION

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.**

<b>Approved Contractor</b>	A tradesperson authorised in advance by Us to carry out Emergency Repairs.
<b>Call Out Charges</b>	The Approved Contractor labour charges and Emergency Repair materials up to the limits of cover
<b>Catastrophe</b>	A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and or severe weather conditions.
<b>Emergency</b>	An Emergency is defined as an unforeseen or sudden occurrence which results in damage to your domestic property demanding immediate action to: (a) render the property safe and/or (b) secure the building against further loss or damage.
<b>Emergency Repairs</b>	Work undertaken by an authorised Approved Contractor to resolve the Emergency by completing a Temporary Repair.
<b>Temporary Repair</b>	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 Emergency Assistance (€250.00 + VAT for Glazing) including: parts, labour and materials to carry out an Emergency Repair. If the cost of the Emergency Repairs exceeds €200 plus VAT (or €250 plus VAT for Glazing) You will be responsible for paying the difference.

There is a limit of 4 Emergency Assistances per Period of Insurance. After the fourth assistance, Your Home Emergency assistance cover becomes void. Any further assistances will be at Your own cost.

WE WILL COVER	EXCLUSIONS
<ol style="list-style-type: none"> <li data-bbox="180 385 616 445">1. We will provide a 24 hour helpline for You to report your Emergency.</li> <li data-bbox="180 453 616 573">2. We will arrange an Approved Contractor to come to Your Home and carry out Emergency Repairs that are immediately necessary to:             <ol style="list-style-type: none"> <li data-bbox="217 582 616 642">a. Prevent a risk of loss or damage to the Home;</li> <li data-bbox="217 650 616 685">b. Make Your Home safe and secure.</li> </ol> </li> <li data-bbox="180 693 616 1087">3. We will provide assistance for Emergencies relating to:             <ol style="list-style-type: none"> <li data-bbox="217 753 616 1036">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.</li> <li data-bbox="217 1044 616 1164">b. Electrical Supply – the sudden, unexpected failure or breakdown of the electricity supply (or one phase thereof) within Your Home.</li> <li data-bbox="217 1173 616 1319">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.</li> <li data-bbox="217 1327 616 1413">d. Roof – damage to the roof of Your Home caused by storm or fallen trees and branches.</li> </ol> </li> </ol>	<p>We will not cover the following;</p> <ol style="list-style-type: none"> <li data-bbox="628 428 1063 539">1. Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault;</li> <li data-bbox="628 548 1063 728">2. Any incident brought about by an avoidable or wilful or deliberate act committed by The Insured or any act The Insured consented to or ought to have known would cause loss or damage;</li> <li data-bbox="628 736 1063 830">3. Burst or leaking flexible hoses or leaking washing appliances that are fitted with a stop tap;</li> <li data-bbox="628 839 1063 873">4. External water supplies;</li> <li data-bbox="628 882 1063 933">5. Replacement of light bulbs and fuses in plugs;</li> <li data-bbox="628 942 1063 993">6. Loss of keys for outbuildings, garages and sheds;</li> <li data-bbox="628 1002 1063 1096">7. Breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;</li> <li data-bbox="628 1104 1063 1156">8. Damage to boundary walls, hedges, fences or gates;</li> <li data-bbox="628 1164 1063 1216">9. Water supply pipes that You are not responsible for;</li> <li data-bbox="628 1224 1063 1284">10. Boilers or heating systems over 15 years old;</li> <li data-bbox="628 1293 1063 1404">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;</li> <li data-bbox="628 1413 1063 1464">12. The replacement cost of Your boiler if it is uneconomical to repair.</li> </ol>

WE WILL COVER	EXCLUSIONS
<ul style="list-style-type: none"><li data-bbox="212 390 607 532">e Primary Heating System – the complete failure or breakdown of either the heating and/or hot water supply provided by Your primary heating system.</li><li data-bbox="175 544 607 716">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.</li></ul>	<ul style="list-style-type: none"><li data-bbox="632 390 1063 532">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.</li><li data-bbox="632 544 1063 601">14. Obsolete or unobtainable parts due to the age of Your boiler or heating system.</li><li data-bbox="632 613 1063 721">15. Air conditioning installations, electrical showers, water filtration units, Jacuzzis, drains and septic tanks outside of the domestic Home.</li><li data-bbox="632 733 1063 789">16. Expenses not supported by valid original receipt.</li><li data-bbox="632 801 1063 887">17. Loss or damage arising from circumstances known to You prior to this cover applying to your policy.</li><li data-bbox="632 899 1063 955">18. The cost of replacement parts due to natural wear and tear.</li><li data-bbox="632 967 1063 1166">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.</li><li data-bbox="632 1178 1063 1286">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.</li><li data-bbox="632 1298 1063 1492">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.</li></ul>

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**WE WILL COVER****EXCLUSIONS**

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22. Any emergency assistance requests if You knowingly provide false or misleading information.
  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 requests for Emergency Assistance within the first 72 hours of inception of the policy
  29. Any work to:  
Inside doors or fittings, outside doors not leading directly to the private home, mechanical shutters or automatic garage doors, double glazed units where one pane has remained intact, any private home in the course of construction or under refurbishment or renovation.
  30. Any consequential loss arising from using the assistance services.
  31. The repair of damage caused by seepage, leaking or dampness even as a result of broken or damaged piping or other installation
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## CONDITIONS WHICH APPLY TO THE WHOLE OF HOME RESCUE COVER SECTION OF THE POLICY

1. We will not pay any benefit unless you have notified us by calling the 24 hour service telephone number 091 545970 and we have authorised the assistance.
2. We may refuse assistance if there is any risk to the safety and/or security of the attending tradesperson.
3. The assistance provided is at Our discretion, as it will depend on availability at the time of the Emergency assistance request.
4. The benefits available under this section of cover are not transferable.
5. While we do our best to arrange prompt service for all emergencies, the service levels cannot be guaranteed at times of severe weather conditions which last for a long period of time such as bad storms.

### To request assistance under this Section of Your policy

If You have an Emergency at Your Property, please call the Emergency Helpline number 091 545970 or if You are calling from outside the Republic of Ireland telephone 00 353 91 545970 and have the following information available:

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

We will arrange and pay for the cost of the callout, labour and materials needed to carry out an Emergency Repair, up to the Limits of Cover. 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 1800 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.

This section of Your policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Company Registration Number 903874. MAWDY, 22-26 Prospect Hill, Galway.

In the unlikely event of a dispute occurring regarding this Section of Your policy you should, in the first instance, write to:

The Customer Service Team, MAWDY, 22-26 Prospect Hill, Galway.

Should you remain dissatisfied, you may contact:

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

Phone: +353 1 567 7000

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

Website: [www.fspo.ie](http://www.fspo.ie)

Insurance Act 1936

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999

Data Protection

We will need to obtain personal information from you to provide you with the policy of insurance. This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail. We will only disclose your personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, MAWDY, 22-26 Prospect Hill, Galway or email: [dpo.ireland@mawdy.com](mailto:dpo.ireland@mawdy.com)

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

## CONDITIONS WHICH APPLY TO YOUR WHOLE 123 HOME INSURANCE POLICY

### 1. Joint Insured

Changes to the Policy cover, including cancellation of the Policy, may be requested by any Policyholder named on the Schedule.

When there is more than one person insured on the Policy and named on the Schedule We require authorisation confirmed by all parties to remove any of those named.

### 2. Notification of a Claim

#### It is a Condition that

- i You must notify Us within a reasonable time upon discovery of loss or damage when You become aware of a claim under Your Policy. If there has been loss, stealing, attempted stealing, malicious acts or vandalism, You must tell the Gardaí or local law enforcement agency within 24 hours of discovery.
- ii You must at Your own expense provide Us with all details and evidence We reasonably request, including written estimates, proof of ownership and value. It is Your responsibility to ensure the accuracy of the claim submitted. Do not dispose of any damaged items until We have had the opportunity to inspect them as this may prejudice Your claim.
- iii You must send to Us any writs, summons, other legal documents, letters of claim or other correspondence served on You or any member of Your Household in connection with a claim to Us. You must not answer this correspondence without Our written consent.

### 3. Conduct of the Claim

#### It is a Condition that

You must give Us whatever information or assistance We request and You must not admit, deny, negotiate or promise to pay any claim without Our written consent. We may enter any Property where loss or damage has occurred and deal with the salvage. No items or property may be abandoned to Us.

### 4. Observance of Conditions

The due observance of the terms and conditions and endorsements of this Policy by You insofar as they relate to anything to be done or complied with by You or any member of Your Household shall be a Condition of Your Policy.

### 5. Fraud

Where a claim made by You, including anyone acting on Your behalf, contains information that is false or misleading in any material respect, including exaggerating or inflating a claim, We shall be entitled to refuse to pay the claim and shall be entitled to terminate the

insurance contract. Where we become aware that You have made a fraudulent claim we shall cancel the policy from the date of the submission of the fraudulent claim and refuse cover for any claim made after the date of the fraudulent act and we shall retain the premium paid. We may let the appropriate law enforcement agency know about the circumstances.

## **6. Additional Covers - Maximum Amount Payable**

Where the same additional cover operates under the Buildings and Contents Sections, a claim will only be paid under one section subject to the limit that applies.

## **7. Alteration in Risk It is a Condition that**

Please note that you are obliged to notify Us immediately if any of the following occur:

- If the occupancy of the Property changes from what was last declared by You, for example: Your Main Private Dwelling becoming Unoccupied or becoming a Tenanted Property or Your Holiday Home
- If building work is to be done on Your Property which is not routine repair, maintenance or decoration for example: any structural alteration to the Property, extension of the Property or any works that require the Property to be vacated for any period of time.
- If You or any member of Your Household have been convicted of any offence or have any prosecutions pending other than for speeding or parking offences.
- If any part of Your Property will be used for trade, professional or business purposes or becomes a place of employment for any employee other than a domestic employee or a place where commercial goods are stored.

We may reassess Your Policy cover and premium following notification of the above information. Failure to advise the information above could result in Us using the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

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.

## **8. Precautions**

You and any member of Your Household must take all Reasonable steps to prevent or minimise loss, damage or accident and maintain the Property at insured address shown on the Schedule in a good condition and in good repair.

## **9. Annual Premium Cancellation**

We may cancel Your Policy. If We cancel Your Policy, We will write to You at Your last known

postal address confirming that all cover will cease 14 days after the date of Our letter. You are entitled to a refund of premium for any unexpired period of cover.

You may cancel Your Policy by sending written instruction to I23.ie confirming the required date of cancellation.

If Your Policy is cancelled by You, You are entitled to a refund of premium for any unexpired period of cover (less an amount in respect of fixed expenses, if shown on the Schedule).

#### **10. Monthly Premium Cancellation**

You may cancel Your Policy by sending written instruction to I23.ie confirming the required date of cancellation. You should also instruct Your Bank to cancel Your direct debit arrangement. Cancellation dates will not be backdated unless agreed by Us.

We may cancel Your Policy. If We cancel Your Policy We will write to You at Your last known postal address confirming that all cover will cease 14 days after the date of Our letter.

If Your Policy is cancelled by You, You are entitled to a refund of premium for any unexpired period of cover (less an amount in respect of fixed expenses, if shown on the Schedule). If Your Policy is cancelled by Us, You are entitled to a refund of premium for any unexpired period of cover.

If Your Policy is cancelled because Your Bank is not prepared to honour Your direct debit arrangement on the date it becomes due, all cover under the Policy will cease from such date. We will write to You at Your last known postal address.

If Your Policy is cancelled under this condition, We will stop applying for Your monthly premium. Where You request and receive a refund of premium under SEPA (Single Euro Payments Area) agreement, all cover will cease with effect from the date the premium has been claimed back to by You.

#### **II. Other Insurance**

Where a claim is covered under Your Policy and this claim is covered by any other insurance, We will only pay Our proportion.

#### **12. Subrogation**

Before or after We pay any claim under Your Policy, You or any member of Your Household must, if We ask You to, take or allow Us to take in Your name or the name of any member of Your Household, all the steps needed to enforce Your or Your Household's rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name. We will pay any Reasonable costs and expenses involved.

#### **13. No Claims Discount**

No Claims Discount is a premium reduction that You receive based on Your claims history. Where a No Claims Discount applies to Your Policy, it will operate as follows:

If You do not make a claim

- Where the Period of Insurance is for at least 365 consecutive days and You have not

made a claim or advised Us of a claim in the last Period of Insurance,  
We will:

- increase Your No Claims Discount by one year subject to a maximum of 5 years (i.e. the maximum number of years that is taken into account when applying the No Claims Discount is 5 years, regardless of the total number of years that You have been claims free).
- Calculate the renewal premium in accordance with Our No Claim Discount scale.
- Where the Period of Insurance is less than 365 consecutive days and You have not made a claim or advised Us of a claim in the last Period of Insurance,  
We will:
  - Maintain the number of No Claims Discount years applied in the previous Period of Insurance.
  - Calculate the renewal premium in accordance with Our No Claim Discount scale.

If You make a claim

- If a claim is notified during any Period of Insurance the No Claim Discount entitlement will be reduced to 0 years, at the next renewal.
- Some claims, whether paid by Us or not, may result in a premium loading at the next renewal or renewal following settlement of the claim. If a premium loading is applied, it will be notified to You on Your Schedule and will be reviewed annually thereafter.
- The following claims will not affect the No Claims Discount:
  - Claims which have been finalised without any payment other than Fees paid by Us in the handling of Your claim.
  - Fatal Accident.
  - Jury Service
- **No Claims Discount Important Points to note:**

The maximum number of years that is taken into account when increasing or reducing the No Claims Discount is 5 years, regardless of the total number of years that You have been claims free.

If You make a claim or We settle a claim in a Period of Insurance which is not taken into account in the renewal issued to You, We may reduce Your No Claims Discount, in accordance with Our No Claim Discount scale and/or apply a premium loading at the following renewal.

#### **14. Holiday Home**

When not in residence, cover for Stealing or attempted stealing is excluded on High Risk Items.

When the Holiday Home becomes Unoccupied for a period greater than 48 hours.

**It is a Condition that:**

1. All accessible windows excluding bedroom windows are secured with window locks.
2. All external doors are secured with 5 lever mortice deadlocks, or equivalent locks.
3. Intruder alarms where installed are put into operation.
4. Fortnightly inspections of the Property inside and outside are made by You or Your representative.
5. Any accumulations of combustible materials such as junk mail and newspapers are removed during each inspection of the Holiday Home.
6. From April 1st to October 31st (inclusive) the water, gas and electricity supply are turned off at the mains unless the Alarm system or Central Heating system is dependent on the supply.
7. From 1st November to 31st March (inclusive) the water is turned off, and the system drained and the gas and electricity supply are turned off at the mains unless the Alarm system or Central Heating is dependent on the supply and the Holiday Home is fitted with an operating thermostatically controlled heating system which maintains an air temperature of not less than 5 degrees centigrade and the trap door(s) to the attic/loft are left open.  
We will not be liable for any damage or loss occurring at the Holiday Home unless conditions 1 – 7 inclusive are complied with. Where conditions 1 - 7 have been fully complied with the exclusion of loss or damage occurring after Your Holiday Home has been Unoccupied for more than 45 consecutive days will not apply.  
The cover is otherwise subject to the terms, conditions and exclusions of the Policy wording.

**15. Economic, Financial or Trade Sanctions**

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance You or We may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

Any prohibition or restriction under United Nations resolutions;

Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

## **16. Misrepresentation**

In the event of misrepresentation, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

## **17. Financial Institution noted on Policy**

When a Financial Institution is noted on Your Policy

- We will advise the Financial Institution of the lapse or cancellation of cover or restriction of cover.
- We will hold the Financial Institution's interest covered for 28 days following notification to them of any such lapse, cancellation or restriction, or for 7 days following notification to them of cancellation by us, if no other cover is in force.
- We will indemnify the Financial Institution in respect of their interest for up to 12 months from the effective date of lapse, cancellation or restriction of cover, in the event of our failure to advise them of the lapse, cancellation or restriction of the Policy.
- We may issue claim settlement cheques in the joint names of You and the Financial Institution in respect of claims on the Buildings section of the Policy.

## EXCLUSIONS WHICH APPLY TO YOUR WHOLE I23 HOME INSURANCE POLICY

### WE DO NOT INSURE:

#### 1. Matching of Items

When a loss or damage occurs within a clearly identifiable area or to a specific part of an item We will not cover any undamaged item or parts of items which form 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.

#### 2. Existing and Deliberate damage

- Any loss or damage occurring before the cover starts or arising from an event before the cover starts.
- Loss or damage caused deliberately by You or any member of Your Household or any person(s) lawfully in the Property, subject to the provisions set out in the Consumer Insurance Contracts Act 2019 and any subsequent amending legislation.

#### 3. Loss of Value

Depreciation or loss in value of property other than that specified in the CLAIMS SETTLEMENT FOR BUILDINGS section 4.

#### 4. Wear and Tear, Maintenance, Breakdowns and Gradually Operating Causes

- Wear and tear, rusting or corrosion.
- Wet or dry rot, fungus, mildew or any other gradually operating cause.
- Frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, Storm, Flood or earthquake).
- Damage caused by cleaning, repairing, restoring, renovating or dyeing.
- The cost of maintenance and normal decoration.
- Failure of double glazing seals.
- Mechanical, electrical or electronic computer failures or breakdowns or breakages.
- Damage caused by assembling or dismantling of any apparatus.

#### 5. Pets, Insects and Vermin

- Damage caused by chewing, scratching, tearing or fouling by domestic pets owned by or in the care custody or control of You or members of Your Household.
- Damage caused by vermin and insects.

#### 6. Loss by Deception

Loss by deception unless it is only entry into the Property that is gained by deception.

**7. Defective and/or Faulty workmanship**

- Loss or damage caused by faulty workmanship.
- Loss or damage caused by defective design or the use of defective materials.

**8. Business Use**

- Anything used or held for business or professional purposes other than Home Office Equipment.
- Money used or held for business or professional purposes.

**9. Money, Bank, Cash, Credit, Charge, Cheque and Debit Card Losses**

- Loss of Money not reported to the Gardaí or local law enforcement agency within 24 hours of discovery.
- Losses of cards not reported to the issuing organisation within 24 hours of discovery.

**10. Consequential or indirect losses**

Consequential loss of any kind incurred by You or any member of Your Household. A Consequential loss is defined as a loss arising indirectly from an insured event.

**11. Terrorism and War Risks**

Any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by any of the following:

- i Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any other source.
- ii The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil unrest assuming the proportions of amount to an uprising, military or usurped power.
- iv Any act of terrorism  
For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purpose including the intention to influence any government or to put the public, or any section of the public, in fear.
- v Any action in controlling, preventing, suppressing or in any way relating to Terrorism or War Risks.
- vi The release or threat of release of germs, disease or other chemicals or biological contagions or contaminants.

- vii The use or threat of use of any nuclear device or radioactive substance If We allege that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be Yours. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **12. Sonic Bangs**

Loss of or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

## **13. Property Excluded or More Specifically Insured**

- Property more specifically insured by another policy.
- Motor vehicles, trailers, caravans, boats, vessels, hovercraft, aircraft and their respective parts or accessories other than motorised gardening equipment.

## **14. Confiscation**

Loss or damage by delay, confiscation detention, seizure or any attempt thereat by any lawful authority.

## **15. Electronic Data**

Any loss, damage, breakage or destruction to any property or consequential loss or liability directly caused by or contributed to by or arising from

- The failure or inability of any electronic equipment to correctly recognise any data, correctly capture, save, retain, manipulate, interpret or process any data information, command or instruction whether or not such had been programmed into the equipment.
- Interruption of or interference with data in electronic equipment resulting in the loss, destruction or corruption transmission or corruption of data.
- The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like.
- Unauthorised access to a system or data.

For the purpose of this exclusion: Data means information represented or stored electronically including but not limited to code, series of instructions, operating systems, software programs and firmware (permanent software programmed into a computer hardware device).

## **16. Cyber Risks**

The loss, alteration, damage, reduction in functionality, availability or operation of:

- A computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar device in computer or non-computer equipment whether belonging to You or not, that results from the deliberate exploitation of computer systems, technology dependent enterprises and networks or negligently transferring a computer program that contains any malicious or damaging code.

**17. Pollution or contamination**

Any loss or damage of any kind caused directly by pollution or contamination which:

- i Was the result of an intentional act  
or
- ii Was not caused by a sudden incident  
or
- iii Did not occur during any Period of Insurance.

**18. Illegal substances**

Any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by the growing, manufacturing, processing, storing or possession of any illegal substances or items of any kind.

## HINTS & TIPS

### FOR HOW MUCH SHOULD I INSURE MY BUILDINGS?

Your Buildings Sum insured should represent the amount You would have to pay to rebuild Your Property again should there be a total loss, It is sometimes thought that this is the market value of the Property, however the market value generally has little relationship to the rebuild value. It is important to insure Your Property for the correct amount. For a good guide on how to calculate the rebuilding cost of Your Property visit [www.scsi.ie](http://www.scsi.ie) (The Society of Chartered Surveyors Ireland). The costs of rebuilding are calculated on the basis of a total loss, i.e. the house has been totally destroyed and has to be demolished and totally rebuilt. In addition to demolition and reconstruction, the costs also should allow for Fees, Removal of Debris and Local Authority Requirements.

### WHAT IS THE TYPICAL SIZE OF A HOUSE?

The table below sets out the typical sizes of various house types as recommended by the Society of Chartered Surveyors. Please note that this is a guide only.

HOUSE TYPE	NO OF BEDS	TYPICAL SIZE
Terraced	2	78sq Meters/839sq ft
	3	98sq Meters/1055sq ft
Semi Detached	3	98sq Meters/1055sq ft
	4	115sq Meters/1238sq ft
Detached	4	119sq Meters/1281sq ft
Detached Bungalow	4	137sq Meters/1475sq ft

### FOR HOW MUCH SHOULD I INSURE MY CONTENTS?

Your Contents include all the items You would reasonably take with You if You were moving house. Your contents Sum insured is the total value of replacing all Your Contents as new should there be a total loss, for example in the event of a fire. To calculate Your Contents Sum insured You should add up the replacement cost of all Contents in each room of Your Property and its outbuildings.

### TEN CHECKS FOR A TROUBLE-FREE WINTER

#### I. Guttering and Drains

Clearing out any leaves and debris that could cause a blockage ensures that rain and melting snow will be able to flow away from Your home.

## **2. The Roof and Exterior Walls**

Check the roof from ground level for any potential problem signs like loose or missing tiles. Then examine exterior walls for cracked, loose or missing pointing or rendering. If You find any, have it repaired before water can get in.

## **3. The Boilers and Radiators**

Bleeding radiators is one of the easiest ways to improve the efficiency of Your heating. It's also a good idea to have Your boiler serviced by a registered engineer to ensure it is ready for its busiest time of the year.

## **4. Chimneys**

If You use any open or wood burning fire, then You should have the chimney and flues swept every year. This will clear the potentially dangerous build-up of soot and any obstructions that may have occurred over the warmer months.

## **5. Windows and Doors**

Faulty seals around windows and doors allow warm air to escape and cold air to get in. Blocking these draughts can make a big difference, while using a draught excluder at the bottom of doors is also an effective measure.

## **6. Insulation**

As heat rises it's a good idea to check the loft to see whether You need to add further insulation. Also, lagging pipes and water tanks will prevent heat escaping and reduce the risk of damaging ice forming.

## **7. Locks On Doors, Windows and Gates**

Check all locks are secure and in good working order to prevent gates from swinging open and causing damage in blustery weather. Applying a drop of oil will help to stop hinges and bolts from seizing too.

## **8. Smoke And Carbon Monoxide Alarms**

You should check all smoke and carbon monoxide alarms every six months to make sure they are functioning correctly and not low on battery power. It's a quick job that will give You lasting peace of mind.

## **9. Are You Well Stocked?**

Most power cuts happen in winter. So, in the event of one occurring in the dark, having a torch, candles and matches in an easy-to-reach place will make it so much easier to manage.

## **10. Do You Have A List Of Useful Numbers In Case Of Emergency?**

Having all Your useful numbers together in one place means You won't have to go looking for them in an emergency.

MY TRUSTED TRADESPEOPLE	
Plumber:	
Tel:	
Gas Engineer:	
Tel:	
Electrician:	
Tel:	
Builder:	
Tel:	
Drains:	
Tel:	
Handyman:	
Tel:	

MY UTILITY SUPPLIERS	
Water:	
Customer No.	
Tel:	
Electricity:	
Customer No.	
Tel:	
Gas:	
Customer No.	
Tel:	



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