



Dec 2022 EVHC001 12/2022



# **Useful Contact Numbers**

#### **Eversure Home Policy changes:**

Please contact your own insurance broker directly, if you need to make changes to your Eversure AIG Home Cover policy.

#### **AIG Helpline Services:**

You can notify any loss or damage to your own insurance broker directly, or You can directly phone:

24/7 Home Claims Notification - **01 261 1481** Find a Local Repairer 24/7 - **0818 112 224** 

# **Excess** amounts

■ Policy Excess amounts: Buildings & Contents €250 (excess of €1,000 applies to Water or Subsidence damage claims).

# No Policy Excess amount for the following claims:

- Loss of Freezer Contents Up to €1,000
- Fraudulent Use of Money Cards Up to €1,000 (Plus) or €3,000 (Premium)
- Preparing new Title Deeds Up to €750
- Loss or damage to Visitors' Property Up to €1,000 (Plus) or €3,000 (Premium)
- Fire Brigade Charges Up to €1,500 (Plus) or €2,000 (Premium)
- Liability incidents

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# Introduction to Your Eversure AIG Home Cover Policy

We welcome you as the purchaser of our Eversure AIG Home Cover Insurance Policy underwritten by AIG Europe S.A, and made available to Your Insurance Adviser through Stuart Insurances Limited who are authorised and regulated as an insurance intermediary by the Central Bank of Ireland.

#### Important Information

This is Your Home Cover policy. It is a contract of insurance between You and Us, AIG Europe S.A., and is made up of this policy wording, Your Home Cover Schedule and Your Statement of Facts. Please read these documents carefully.

Your Statement of Facts is based on all of the information You have provided to Us. Please check this information carefully and let Us know immediately if any part of this information is not correct.

# Your Policy Cover Level

Our Home Cover Policy comes with two levels of cover:

- Plus
- Premium

Your Home Cover Schedule will indicate which cover option You have selected. You should read this Home Cover Policy wording and Your Home Cover Schedule together. Please check these documents carefully to make

sure they give You the cover You want. Throughout the body text of this policy wording, **cover limits** are bolded.

#### **Cooling-Off Period**

You have 14 days from the start date of the policy to write to Us at the address shown at the bottom of Your cover confirmation letter if You want to cancel Your Home Cover Policy. This is known as a cooling-off period. If You cancel Your Home Cover Policy during this period of time, provided You have not made a claim, We will refund Your premium. However, You will be charged with a pro-rata premium for the period on risk, during the cooling-off period.

# Your Pre-contractual duty of disclosure

You must answer all questions contained in Your application form honestly and with reasonable care. This includes the answers and/or information to any prior application form or Statement of Facts supplied to Us which was previously completed





and provided by You. In the event of any inconsistency in Your responses to, or information supplied in the Statement of Facts the most recent answers and information supplied in the Statement of Facts will prevail. Failure by You to answer all questions honestly and with reasonable care may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section, which you should read carefully.

The answers you provide are the basis upon which an insurance cover quotation will be offered or refused.

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate, incorrect or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by you on your policy.

# The Impact of any Misrepresentation by you, is as follows:

(a) Innocent Misrepresentation: Where you have answered all questions in your application form honestly and with reasonable care but where you made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) we will pay any covered claim event subject to the terms and conditions of your policy.

# (b) Negligent Misrepresentation:

If you make a nealigent misrepresentation or fail to take reasonable care in completing your application form your cover may not fully operate and in the event of a claim we will exercise one of the following remedies:

- (a) If knowing the full details we would not have entered into the insurance contract, we may avoid the contract, refuse all claims and return any premiums paid by you.
- (b) If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.
- (c) If we would have entered into the insurance contract but have charged a higher premium, we may reduce proportionately the amount to be paid on your claim.
- (d) Where there is no outstanding claim under the insurance contract, we may either:
  - (i) give notice to you that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or
  - (ii) terminate the contract by giving reasonable notice to you.

# (c) Fraudulent Misrepresentation:

If you make a fraudulent misrepresentation or where any conduct by you involves fraud of any kind we shall be entitled to avoid the contract of insurance and refuse any claims.





#### Inflation Protection

To protect You against the effects of inflation, Your Buildings and Contents Sum Insured, may be increased in line with an appropriate index\* when Your policy falls due for renewal. If We do increase Your sums insured at renewal time, We will inform You.

If the sums insured on your building and contents are less than the actual replacement value, you may not receive the full settlement associated with a claim. This is known as the Condition of Average, or Average Clause.

\*For Buildings, You may wish to seek guidance from the Society of Chartered Surveyors of Ireland (SCSI) http://www.scsi.ie to help inform you in your calculation of your building's sums insured valuation. You may wish to seek an independent review with a quantity surveyor or assessor. Please note that any fee incurred by you in this process is not refundable by AIG.

When calculating the rebuild value of the property if it was completely destroyed you should include the costs associated with demolition, removal of debris, Local Authority and professional fees. You should also consider the cost of replacing all your fixtures and fittings in both your dwelling house and domestic outbuildings.

\*For Contents, You may wish to seek guidance from the Competition and **Consumer Protection Commission** (CCPC) www.ccpc.ie to help inform you in your calculation of your content's sums insured valuation. As contents are unique to each individual, it is important that you review all the contents in your property on a room-by-room basis. The Contents sum insured should include all household goods, personal belongings, domestic contents including those in your garage or outbuildings, such as bicycles, lawnmowers or other domestic tools. Please be aware that although we are applying indexation, this may not fully reflect the change in replacement value and protect you against inflation and the risk of under-insurance. You should consider any home improvements or structural amendments you may have undertaken or additional contents you may have purchased. The sums insured on both buildings and contents should be increased to reflect any changes.

#### Contract of Insurance

This home cover policy, which includes and shall be read as one document with Your Home Cover Schedule. Endorsements and Your Statement of Facts, evidences a contract of insurance between You and Us.

Provided You have paid or agreed to pay the premium, We will, subject to the terms, conditions, limitations and exclusions of this policy, provide the insurance cover as described in the following pages for those sections of the Home Cover policy You have chosen. You agree to keep to the conditions of the policy.

Thank You for choosing AIG

Signed for and on behalf of AIG Europe S.A.

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Aidan Connaughton General Manager, AIG Europe S.A





#### Additional Information You Need to be Aware of

## Governing Law

This Policy is governed by the laws of the Republic of Ireland and any dispute arising from its interpretation will be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

#### Eversure

Eversure is a registered business name of Stuart Insurances Limited. Stuart Insurances Limited is registered as an insurance intermediary under the European Union (Insurance Distribution) Regulations 2018, and is authorised and regulated by the Central Bank of Ireland.

Eversure AIG Home Cover policies are distributed by Stuart Insurances Limited to authorised and regulated insurance intermediaries within the Republic of Ireland only.

#### Insurer

The insurer with which Your Home Cover contract will be concluded is AIG Europe S.A.

#### Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under

United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

# Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable to Us under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

# Finance Act 1990 (or future amendments thereto)

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, as amended.

### **Complaints Procedure**

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

### The Customer Complaints Officer

AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.

Phone: +353 1 208 1400

F-mail:

customercomplaints.ie@aig.com Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific





circumstances prevents **us** from doing so, in which case the complainant will be informed).

#### Complaints to Stuart Insurances Limited:

The Eversure team at Stuart Insurances Limited are dedicated to providing You with a high standard of service and wish to provide the highest level of customer service at all times.

You are invited to notify Stuart Insurances Limited immediately at the address stated below, about any aspect of the Eversure service or product not meeting Your expectations:

Customer Service Director, Stuart Insurances Limited, 17/21 Temple Road, Blackrock, Co. Dublin, A94 DN40.

Telephone; 01 288 1779.

At any stage **you** may contact any of the following:

#### Insurance Ireland

Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Phone: +353 1 676 1820 Fax: +353 1 676 1943

E-mail:

feedback@insuranceireland.eu

Website:

http://www.insuranceireland.eu

# Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House,

Lincoln Place, Dublin 2, D02 VH29.

Phone: +353 1 567 7000 E-mail: info@fspo.ie Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: http://www.aig.lu/ or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg -Grand Duché de Luxembourg or by email at reclamation@caa.lu or online through the CAA website: http://www.caa.lu.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been





concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link:

http://ec.europa.eu/consumers/odr/

Following this complaint procedure or making use of one of the above options does not affect the complainant's right to take legal action.

#### How We Use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we garee otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

# The types of Personal Information we may collect and why -

Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information

about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

# Sharing of Personal Information -

For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and





reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United Kingdom, the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information

is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

#### Security of Personal Information –

Appropriate technical and physical security measures are used to keep vour Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures

Your rights - You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw





consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: https://www.aig.ie/privacy-policy or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aia.com.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, http://www.aig.lu/. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

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# Your Home Cover Policy Definitions

The following words shall have the same meaning wherever they appear in this Home Cover Policy wording.



Unexpected and unintended damage caused by something sudden and external.

#### **Buildings**

The Buildings are made up of two parts, namely:

1. The Private House (which includes garages with direct access from the Private House) including fixtures and fittings therein and thereon, occupied for residential purposes only, built with brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials:

#### and

2. Domestic outbuildings, detached garages, swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks and their contents,

terraces, patios, driveways, footpaths, walls, gates and fences, lawns, hedges;

all situate as stated on Your Home Cover Schedule on a site not exceeding two acres in area.

#### Statement of Facts

A precise record of the answers and/or information You provided to each of the specific questions asked by You at the pre-contractual stage of this contract of insurance. This includes the answers and/or information to any prior application form or Statement of Facts supplied to You which was previously completed and provided by You.

You must answer all of the questions on the Statement of Facts honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.





#### Computer Virus

A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.

#### Contents

Household goods, including fittings and fixtures, and Personal Effects belonging to You (or for which You are legally responsible) or belonging to members of Your Household and Domestic Employees permanently residing with You, all in the Private House and domestic outbuildings.

Overall limit for Contents of locked domestic outbuildings (other than Contents of secured garages built of standard construction) is €3,000 in any one Period of Insurance.

Money is included up to a maximum of €500.

Any one High Value Item is covered for not more than €3,000 or 5% of the Contents Sum Insured (whichever is greatest). The total of these items is covered for not more than 33% of the Contents Sum Insured, unless details have been advised to Us and are listed on Your Home Cover Schedule.

Your Contents Sum Insured includes an amount of €3,000 in any Period of Insurance in respect of Home Office Equipment, excluding:

- Property otherwise insured;
- Motor vehicles, (other than mechanically propelled lawnmowers), water craft (other than canoes, rubber dinghies, sail boards, surf boards), caravans, trailers and aircraft or parts, keys or accessories of, on or in any of them;
- Animals and livestock:
- Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.

#### Credit Cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

#### Domestic Employee

Any employee engaged by You carrying on solely private domestic duties in connection with the Buildings (including repair, maintenance or decoration but excluding work involving structural alterations, demolition, construction or farming). Independent contractors and/or consultants and/or their employees are also excluded.

#### Endorsement

Any alteration to this policy wording.

# Family

The person You are married to or live with as if You were married, Your children, foster children and any other





person who permanently lives with You, but not lodgers or any other Paying Guests.

#### Fungi

Any type or form of fungus, including but not limited to, all forms of mould or mildew and any mycotoxins, spores, scents, vapors, gas or substance including any by-products produced or released by fungi.

#### **High Value Items**

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals, cameras, video, audio or home computer equipment. We treat pairs or sets of items as one item.

#### Home Cover Schedule

Sets out details of the insurance cover You have purchased.

#### Household

You and others permanently residing with You in the Private House other than Paying Guests.

# Home Office Equipment

Computers, keyboards, visual display

units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, which You or Your family own.

#### Incident

Any event that might lead to a claim.

#### Misrepresentation

Means any innocent, negligent or fraudulent answer(s) provided by You to any question on the Statement of Facts.

#### Money

Cash, cheques, postal and money orders, savings stamps and certificates, unused current postage stamps, premium bonds, traveller's cheques, travel tickets, gift tokens, but not items used for business purposes or forming part of a collection.

#### Occurrence

A loss or incident arising during the Period of Insurance.

# **Paying Guests**

Guests paying for short term accommodation and/or tenants, co-tenants, lodgers, residing with You.

#### Period of Insurance

The period shown on Your Home Cover Schedule and any subsequent





period for which We accept a renewal premium.

#### **Personal Effects**

Items normally worn, used or carried by You or Your family in daily life, but not money, credit cards or items held or used for business purposes.

# **Policy Excess**

The amount shown on Your Home Cover Schedule, of any loss You must pay Yourself, unless otherwise indicated within this policy wording.

#### **Specified Items**

Items that have been individually identified to Us and are shown on Your Home Cover Schedule.

#### Statement of Fact

means a precise record of the information previously supplied to Us by You or by the insurance broker on behalf of You and which information We will continue to rely upon and form the basis of the contract of insurance along with the information provided by You in the Statement of Facts.

#### Sum Insured

The most We will pay for claims resulting from an event insured.

#### **Territorial Limits**

Territorial Limits are defined as: The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

#### **Total Loss Claim**

A claim which results in either Your Buildings and/or Contents being completely destroyed.

#### Unfurnished

Not adequately furnished or equipped for normal living purposes. In the case of a newly constructed or renovated house, it will be deemed Unfurnished if either the water or electricity service has not been connected.

# Unoccupied

Not stayed in overnight by a member of Your Household or any other person authorised by You.

# We, Our, Us

AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7.

# You, Your

The person or people shown on Your Home Cover Schedule as 'the insured'.

All other definitions as detailed in the Policy.





# Section 1 – Your Buildings Cover

We will cover You by payment (which may be in staged payments) or, at Our option, by reinstatement, replacement or repair, for loss or damage by any of the events insured listed in paragraphs numbered 1 to 12, to the Buildings, subject to the terms, limitations, exceptions and exclusions set out in this policy.

In the event of a loss in respect of Buildings, our maximum liability is limited to the Sums Insured stated on Your Home Cover Schedule or endorsed thereon, less the amount of the excess stated on Your Home Cover Schedule in respect of each loss, except where indicated within this policy wording.

| WHAT YOUR POLICY COVERS<br>(EVENTS INSURED) - LOSS,<br>DESTRUCTION AND/OR<br>DAMAGE CAUSED BY:  | YOUR POLICY DOES NOT<br>COVER THE EXCESS AMOUNT(S)<br>STATED ON YOUR home cover<br>SCHEDULE OR LOSS OR<br>DAMAGE:   |
|---|---|
| Fire, Explosion, Lightning,     Earthquake and Thunderbolt  | ■ To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.   |
| 2. Smoke Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings. | <ul> <li>To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician;</li> <li>By smoke from fireplaces;</li> <li>By smog or from agricultural or industrial operations.</li> </ul>  |
| 3. Storm or Flood   | <ul> <li>To fences and gates, lawns, hedges, trees, shrubs and plants, except as a direct result of damage to the Private House by storm or flood;</li> <li>By frost;</li> <li>To roofs constructed with torch-on felt exceeding 10 years of age;</li> <li>To properties that have incurred flood damage in the past 10 years;</li> </ul> |





# YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- To properties where incorrect information has been given in relation to flood history.
- 4. Freezing, Escape or Overflow of Water from within any Plumbina or Heating system, Fixed Water Apparatus or Fixed Domestic Appliance.

# Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped.

- To properties built prior to 1920 unless replumbed in the last 20 years by a certified plumber;
- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the water escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration;
- Resulting from escape or overflow water from gutters;
- Caused by the gradual ingress of water from shower units and baths:
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

# **Increased Policy Excess:**

For this event insured, the standard policy excess amount is increased to €1,000 for each and every loss incident.





5. Escape or Overflow of Oil from within any Plumbing or Heating System or Fixed **Domestic Appliance** 

#### Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped.

## 6. Stealing (or Attempted Stealing)

# YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damaae;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the oil escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration:
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.
- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- When any part of the Private House is lent, let, sub-let or accommodating paying quests unless involving entry or exit by forcible or violent means:
- Where incorrect alarm and security information has been provided.

# **Increased Policy Excess**

(Where H2- Burglar Alarm Clause applies): If at the time of a stealing (or attempted stealing) loss your burglar alarm is not switched on and in service the standard policy excess is increased to €1,000 for each and every loss incident.





#### YOUR POLICY DOES NOT **COVER THE EXCESS AMOUNT(S)** STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- 7. Impact by Aircraft, Aerial **Devices or Articles Dropped** from them, Rail Vehicles, Road Vehicles or Animals
- To Buildings caused by animals owned by You or a member of Your Household
- 8. Falling Trees and Branches and/or External Television/Radio Aerials. Masts and Satellite Dishes
- Caused by felling of trees or lopping of branches:
- To hedges and fences;
- Arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the policy.
- 9. Riot, Civil Commotion, Strikers, Locked-Out Workers or Persons Taking Part in Labour Disturbances
- To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive ways, footpaths, swimming pools, lawns, trees, shrubs and plants.
- 10. Malicious Damage and Vandalism

(Other than by malicious fire and explosion):

- By any person lawfully on the premises or any person invited onto the premises by You or a member of Your Household:
- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.
- 11. Subsidence or Heave of the Site on Which the Private House Stands or Landslip
- To properties that have incurred subsidence damage in the past;
- To properties where incorrect information has been given in relation to subsidence history;





#### YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- Resulting from demolition, structural alteration or structural repair:
- Resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion:
- To boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the Private House is damaged at the same time by this cause;
- Resulting from the bedding down of any structure;
- To solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the Private House are damaged by the same cause and at the same time:
- Resulting from tunnelling work;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

# **Increased Policy Excess:**

For this event insured, the standard policy excess amount is €1,000 for each and every loss incident.





12. Accidental Damage (but only if indicated as covered on the Schedule)

#### YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- To the Buildings other than to the Private House:
- To any part of the Private House which is loaned, let, sub-let, or accommodating paying quests;
- By settlement and shrinkage;
- Caused by animals owned or in the care custody or control of You or members of Your Household:
- Caused by scratching, abrading or dentina:
- Caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them;
- To pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used;
- To photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus, or to lamps, tubes, or electronic components in such apparatus;
- To records, audio, video or computer discs, tapes or cassettes;
- As a result of tree root action: which comes within the terms of any exclusion or limitation set out in this policy wording including, but not limited to, paragraphs 1 to 11 of this section.





# **Your Buildings Cover Also Includes**

#### Alternative Accommodation

We will pay for:

- 1. Reasonable additional expenses necessarily incurred by You, with Our consent, for alternative comparable accommodation for You and members of Your Household:
- 2. Loss of rent due to You:
- 3. Up to two years ground rent if You are liable:
- 4. Rent which continues to be payable by You;

as a result of the Buildings being rendered uninhabitable following damage by an insured cause.

The expense is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Buildings Sum Insured.

#### **Debris Removal Costs**

We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with Our consent following loss or damage to the Buildings by an insured cause.

## Architects/Surveyors Fees

Architects/surveyors and legal fees necessarily and reasonably incurred, with Our consent in the reinstatement of the Buildings following loss or damage to the Buildings by an

insured cause but excluding fees incurred in the preparation or presentation of any claim. In addition We are not liable for the fees of any public loss assessors You may decide to engage.

### Reinstatement of Sum Insured After Loss

The Sums Insured will not be reduced by the amount of any loss.

### **Public Authorities Requirements** Costs

We will pay the cost of complying with any government, local authority, building or other regulation to the extent that these apply to parts of the Buildings damaged by an insured cause (but not where notice has been served on You prior to the occurrence of the loss or damage or where We were not advised that the property to be insured is a listed property or a protected structure).

#### Purchaser's Interest

If You have contracted to sell the Buildings, the contracting purchaser will have, at Your request, the benefit of this Section up to the date of completion of the sale. This extension only applies if the Buildings is not otherwise insured and shall not prejudice Your or Our rights.





# Service Pipes and Cables

We will cover You for accidental damage to service pipes and cables for which You are legally responsible. The total amount payable is limited to 5% of the Buildings Sum Insured, however We will not cover damage as a result of root tree action.





# If Home Plus is Shown on Your Home Cover Schedule the Following Covers are Included

# WHAT YOUR POLICY ALSO COVERS (EVENTS INSURED):

#### YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

# Breakage of Glass and Sanitary Fittings

Accidental breakage of:

- 1. Fixed glass in doors, windows, skylights, fanlights and verandas;
- Fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units, fixed glass in furniture, hobs and mirrors.
- While the Private House is Unfurnished or where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- To swimming pools, green houses or glasshouses any amount in excess of €1,000 in respect of greenhouses or glass houses.

### Clean Up Expenses

Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance will be paid, subject to a maximum amount of €1,500 and provided no payment is made under Contents cover on this or any other insurance policy.

While the Private House is Unfurnished or where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

# **Door Locks Replacement**

We will pay the cost of replacing external door locks and keys of Your Buildings, specified on Your Home Cover Schedule, where the keys of such locks have been stolen following a break-in at the Private House or following an assault on You or a member of Your Household for which You are insured.

The maximum amount payable will be €750.

No policy excess applies to this cover benefit.





#### WHAT YOUR POLICY ALSO **COVERS** (EVENTS INSURED):

#### YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

#### Fire Brigade Charges

We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for Fire Brigade attendance, as a result of any incident which is insured by Your policy. The maximum amount payable will be €1.500.

No policy excess applies to this cover benefit.

### Satellite Dishes, Television/Radio Aerials and Masts

We will cover You for loss or damage to external satellite dishes. television/radio aerials and masts not exceeding 30 feet in height but subject to a maximum amount of €1,500 any one loss.

#### Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Private House or in Your bank for safe-keeping. The maximum amount payable is **€750**.

No policy excess applies to this cover benefit.





# If Home Premium is Shown on Your Home Cover Schedule the Following Covers are Included

The following additional covers and benefits only apply if Home Cover Premium is shown as operative on Your Home Cover Schedule and You have also selected Buildings cover.

These covers and benefits are in addition to those provided under Home Cover Plus.

#### Adaptation of Home Following Disability

We will pay the cost of adapting the Buildings for wheelchair access in the event that a member of the Household suffers disablement as a result of an accident occurring during the Period of Insurance, which requires them to use a wheelchair for mobility which will in all probability continue for the remainder of their natural life.

The maximum amount payable is €10,000.

No policy excess applies to this cover benefit.

#### Damage to Headstones

We will pay the cost of repairing and/or replacing headstones on the graves of Your parent, spouse or child following damage as a result of fire, lightning, storm, flood, malicious damage and/or stealing.

The maximum amount payable is €1,000.

No policy excess applies to this cover benefit.

# Landscaping Cover

Vouched expenses incurred to landscape Your garden following damage as a result of storm or flood will be paid, subject to a maximum amount of €1,000 provided the Private House is damaged at the same time by this storm or flood.

#### **Increased Benefits**

When You purchase Home Cover Premium, the increased benefits outlined below apply:

| Description of Cover                              | Home Cover<br>Plus<br>Benefits | Home Cover<br>Premium<br>Benefits |
|---|--------------------------------|-----------------------------------|
| Door locks replacement                            | €750                           | €1,000                            |
| Fire Brigade charges                              | €1,500                         | €2,000                            |
| Satellite dishes, TV/radio aerials and masts      | €1,500                         | €2,000                            |
| Vouched clean up expenses following escape of oil | €1,500                         | €2,000                            |





# Your Buildings Cover also includes Your Legal Liability to Others as Owner of the Buildings

# WHAT YOUR POLICY COVERS (EVENTS INSURED):

We will cover You against all sums which You shall become legally liable to pay as owner of the Buildings for accidents happening in or about the Buildings which result in:

- 1. Death, bodily injury or illness to any person other than:
  - (i) Members of Your Household;
  - (ii) Employees of You or of members of Your Household:
  - (iii) Paying Guests unless the use has been declared and the premium paid.
- 2. Accidental damage to property other than property belonging to or under the control of:
  - (i) You:
  - (ii) Members of Your Household;
  - (iii) Employees of You or of members of Your Household:
  - (iv) Paying Guests unless the use has been declared and the premium paid.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €3.000.000 inclusive of all legal fees and other expenses.

In the event of Your death We will, in respect of liability incurred by You, cover Your personal representatives in the terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

# YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- The ownership or use of any land or building other than the Buildings specified on Your Home Cover Schedule:
- The occupation of any land or building;
- The exercise of any profession, trade or business other than the provision of:
  - A child minding facility at the Buildings for not more than 2 children:
  - Accommodation for Paying Guests as detailed and subject to the limit set out within this policy wording or any amending Endorsement; (If the cover has been requested and premium paid)
- Any wilful or malicious act;
- Work of a construction or reconstruction nature or structural alterations or demolition;
- The transmission of any communicable disease;
- Any contract imposed on You, for which liability You would not otherwise have been under;





# Section 2 – Your Contents Cover

We will cover You by payment (which may be in staged payments) or, at our option, by reinstatement, replacement or repair, for loss or damage by any of the events insured listed in paragraphs numbered 1 to 12, to the Contents, subject to the terms, limitations, exceptions and exclusions set out in this policy wording.

In the event of a loss in respect of Contents, our maximum liability is limited to the Sums Insured stated on Your Home Cover Schedule or endorsed thereon, less the amount of the excess stated on Your Home Cover Schedule in respect of each loss, except where indicated within this policy wording.

| WHAT YOUR POLICY COVERS<br>(EVENTS INSURED) - LOSS,<br>DESTRUCTION AND/OR<br>DAMAGE CAUSED BY:  | YOUR POLICY DOES NOT<br>COVER THE EXCESS AMOUNT(S)<br>STATED ON YOUR HOME COVER<br>SCHEDULE OR LOSS OR<br>DAMAGE:  |
|---|--|
| Fire, Explosion, Lightning,     Earthquake and Thunderbolt  | ■ To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.  |
| 2. Smoke Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings. | <ul> <li>By smoke from fireplaces;</li> <li>By smog or from agricultural or industrial operations;</li> <li>To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.</li> </ul> |
| 3. Storm or Flood   | <ul> <li>By frost;</li> <li>To properties that have incurred flood damage in the past 10 years;</li> <li>To properties where incorrect information has been given in relation to flood history.</li> </ul>               |





4. Freezing, Escape or Overflow of Water from within any Plumbina or Heating System, Fixed Water Apparatus or Fixed Domestic Appliance.

#### Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped but only if no payment has been made under the Buildings cover of this or any other policy.

# YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- While the Private House is Unfurnished.
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- Resulting from escape or overflow water from gutters;
- Caused by the gradual ingress of water from shower units and baths:
- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber.

### **Increased Policy Excess:**

For this event insured, the standard policy excess amount is increased to €1,000 for each and every loss incident.

5. Escape or Overflow of Oil from within any Plumbina or Heatina System or Fixed Domestic Appliance.

#### Trace and Access

We will pay up to a maximum of €750 to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped but only if no payment has been made under the Buildings cover of this or any other policy.

- To properties built prior to 1920 unless re-plumbed in the last 20 vears by a certified plumber;
- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

- 6. Stealing (or Attempted Stealing)
- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;





| WHAT YOUR POLICY COVERS<br>(EVENTS INSURED) - LOSS,<br>DESTRUCTION AND/OR<br>DAMAGE CAUSED BY:                        | YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:   |
|---|---|
|   | <ul> <li>When any part of the Private House is lent, let, sub-let or accommodating Paying Guests unless involving entry or exit by forcible or violent means;</li> <li>Where incorrect alarm and security information has been provided.</li> <li>Increased Policy Excess (Where H2- Burglar Alarm Clause applies): If at the time of a stealing (or attempted stealing) loss your burglar alarm is not switched on and in service the standard policy excess is increased to €1,000 for each and every loss incident.</li> </ul> |
| 7. Impact by Aircraft, Aerial<br>Devices or Articles Dropped<br>from them, Rail Vehicles,<br>Road Vehicles or Animals | ■ To Contents caused by animals owned by You or a member of Your Household.   |
| 8. Falling Trees and Branches<br>and/or External<br>Television/Radio Aerials,<br>Masts and Satellite Dishes           | <ul> <li>Caused by felling of trees or lopping of branches;</li> <li>Arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</li> </ul>   |
| 9. Riot, Civil Commotion,<br>Strikers, Locked-Out<br>Workers or Persons Taking<br>Part in Labour Disturbances         |   |
| 10. Malicious Damage and<br>Vandalism   | (Other than by malicious fire and explosion):  By any person lawfully on the premises or any person invited onto the premises by You or a member of Your Household;   |





■ While the Private House is Unfurnished; ■ Where the Private House has been

damage.

Unoccupied for more than 35 consecutive days immediately prior to the loss or

11. Subsidence or Heave of the Site on Which the Private House Stands or Landslip

## YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- To properties that have incurred subsidence damage in the past;
- To properties where incorrect information has been given in relation to subsidence history:
- To the Contents unless the Private House is damaged simultaneously.
- 12. Accidental Damage (but only if indicated as covered on Your Schedule)
- To the contents other than the contents of the Private House:
- By settlement and shrinkage;
- Caused by animals owned or in the care, custody or control of You or members of Your Household:
- Caused by scratching, abrading or dentina:
- Caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them;
- To pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used;
- To photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus, or to lamps, tubes, or electronic components in such apparatus;
- To records, audio, video or computer discs, tapes or cassettes;
- As a result of tree root action;
- Which comes within the terms of any exclusion or limitation set out in this policy wording including, but not limited to, paragraphs 1 to 11 of this section.





### Your Contents Cover Also Includes

### Alternative Accommodation

We will pay for:

- 1. Reasonable additional expenses necessarily incurred by You, with Our consent, for alternative comparable accommodation for You and members of Your Household;
- 2. Loss of rent due to You;
- 3. Up to two years ground rent if You are liable:
- 4. Rent which continues to be payable by You;
- 5. The reasonable cost of temporary storage of Contents, as a result of the Buildings being rendered uninhabitable following damage by an insured cause.

The expense is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Contents Sums Insured.

# Reinstatement of Sum Insured After Loss

The Sums Insured will not be reduced by the amount of any loss.

# Liability as a Tenant (if applicable)

We will pay for all sums You become legally liable to pay as tenant, but not as owner, of the buildings following loss or damage:

- 1. By any of the causes listed at paragraphs 1 to 11, and paragraph 12 if indicated as covered in Your Schedule, of the Buildings section:
- 2. To fixed glass and sanitary ware;
- 3. To service pipes and cables.

The maximum amount We will pay is 20% of the Contents Sum Insured in any one Period of Insurance.





# If Home Plus is Shown on Your Home Cover Schedule the Following Covers are Included

# WHAT YOUR POLICY COVERS (EVENTS INSURED):

# YOUR POLICY DOES NOT **COVER THE EXCESS AMOUNT(S)** STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

# Audio and Audio Visual Equipment (applicable only if Accidental Damage to Contents is not included)

We will pay the cost of replacing or repairing Your television, video, stereo and hi-fi equipment and personal computers if they are accidentally damaged whilst in the Private House. The maximum We will pay in any one period of insurance is €1,500.

- To records, audio, video or computer discs, compact discs, tapes or cassettes;
- Caused by animals owned or in the care custody or control of You or members of Your Household;
- To any equipment or item. following breakdown, malfunction or misuse:
- To any item or equipment designed to be portable whilst it is being moved, carried or transported;
- While any item or equipment is being used professionally.

# Breakage of Glass and Sanitary **Fittings**

Accidental breakage of fixed glass in furniture, hobs and mirrors.

- To any item broken or cracked at the commencement of this insurance:
- To swimming pools;
- To any part of the Private House which is loaned, let, sub-let or accommodating Paying Guests;
- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage:
- To hand mirrors.





#### WHAT YOUR POLICY COVERS (EVENTS INSURED):

#### Christmas

The Contents Sum Insured is automatically increased by 10% during the months of December and January.

#### YOUR POLICY DOES NOT **COVER THE EXCESS AMOUNT(S)** STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

# Compensation for Death of Insured and/or Spouse

We will pay €2,500 in the event of You or Your spouse's death by accident, as a result of:

- 1. Fire, explosion, lightning or assault by thieves at the Buildings;
- 2. Travelling as a passenger by train, bus, licensed taxi or hackney;
- 3. Assault in the street, where death occurs within three calendar months of such assault.

# To bicycles in the open.

# Contents in the Open

We will cover You, up to an amount of €750, for loss or damage by an insured cause, other than Accidental Damage (irrespective of whether cover is indicated on Your Schedule), to Contents in the open within the boundaries of Your Buildings.

# Fraudulent Use of Credit/Debit/ Charae/Cheaue or Cash Cards

We will cover You up to a maximum of €1,000 in any Period of Insurance, in respect of all claims resulting from the loss of a credit/debit/charge/cheque and/or cash card belonging to You, or Your spouse and subsequent fraudulent use by any unauthorised person.

No policy excess applies to this cover benefit.

- Following non-compliance with the terms and conditions of the card provider regulations:
- Where the loss of the card is not reported to the Gardai or Police and the card provider upon discovering that it is missing;
- Following unauthorised use by any member of Your Household.





#### WHAT YOUR POLICY COVERS (EVENTS INSURED):

# Freezer and Refrigerator Contents

We will cover You up to a maximum of €1000 by payment or, at our option, by replacement for loss or damage to food in Your deep freezer and refrigerator caused by any of the following events:

- 1. Rise or fall in the temperature;
- 2. Contamination by refrigeration fumes resulting from;
  - (i) Accidental damage to the appliance;
  - (ii) Failure of the appliance due to its own defect.

No policy excess applies to this cover henefit

# YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR

- Due to any deliberate act by You;
- Due to any consequence of strikes, labour or political disturbances.

#### Household Removal

Loss or damage to Contents whilst in the course of removal by a professional furniture removal contractor only, from the Buildings to Your new permanent residence in Ireland.

- To property while in storage away from removal vehicle;
- Recoverable from any other source;
- To glassware, china, pottery, porcelain, terracotta or other brittle articles unless they have been packed for removal by professional packers;
- Caused by scratching, abrading or denting.

# Temporary Removal of Property

Loss of or damage to Contents by an insured cause while temporarily removed from Your Private House but remaining in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

In the event of loss or damage the amount recoverable will be limited to 10% of the Sum Insured on Contents.

- By storm or flood to property in transit or in the open;
- By Accidental Damage;
- To property otherwise insured;
- To property removed for sale or exhibition or in storage facilities;
- For any amount in excess of €1,500 in total, or in excess of €500 for any one item, in respect of property belonging to any member of Your Household, while living away from home and/or attending college or university;





#### WHAT YOUR POLICY COVERS (EVENTS INSURED):

#### YOUR POLICY DOES NOT **COVER THE EXCESS AMOUNT(S)** STATED ON YOUR HOME **COVER SCHEDULE OR LOSS OR** DAMAGE:

- By stealing or any attempt thereat other than:
  - From any bank, safe deposit or occupied house;
  - From any building where You or any member of Your Household is temporarily staying and which involves entry or exit by forcible or violent means:
  - Involving entry to or exit from a building by forcible and violent means;
  - During removal to or from any bank or safe deposit while in the custody of You or a member of Your Household.

#### Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Private House or in Your bank for safekeeping. The maximum amount payable is €750. No policy excess applies to this cover benefit.

# Visitors and Guests' Property

Loss of or damage to the property of visitors and guests other than Paying Guests by an insured cause is included up to a limit of €1,000 of any one loss. No policy excess applies to this cover benefit.

# Wedding Gifts

The Contents Sum Insured is automatically increased by 10% for a period of one month before and one month after the wedding day of You or a member of Your Household.

- While the Private House is Unfurnished:
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.





## If Home Premium is Shown on Your Home Cover Schedule the Following Covers are Included

The following additional covers and benefits only apply if Home Cover Premium is shown as operative on Your Home Cover Schedule and You have also selected Contents cover

These covers and benefits are in addition to those provided under Home Cover Plus.

### WHAT YOUR POLICY COVERS (EVENTS INSURED):

### YOUR POLICY DOES NOT **COVER THE EXCESS AMOUNT(S)** STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

#### Shopping

We will pay for loss or damage to food and other goods while You, or a member of Your Household, are transporting them from the shop where bought to the Buildings specified on Your Home Cover Schedule subject to a maximum amount of €500 any one loss.

No policy excess applies to this cover benefit.

- By theft or attempted theft from any unattended vehicle unless:
  - All windows, including sunroof, and doors are securely locked and
  - The property is completely concealed within a closed compartment or locked boot.
- To property otherwise insured.

#### Increased Benefits

When You purchase Home Cover Premium, the increased benefits outlined below apply:

| Description of Cover                          | Home Cover<br>Plus<br>Benefits | Home Cover<br>Premium<br>Benefits |
|---|--------------------------------|-----------------------------------|
| Home Office Equipment                         | €3,000                         | €6,000                            |
| Money   | €500                           | €2,000                            |
| Loss of oil                                   | €1,000                         | €2,000                            |
| Fraudulent use of credit/<br>cheque etc cards | €1,000                         | €3,000                            |
| Visitors and guests' property                 | €1,000                         | €3,000                            |





### WHAT YOUR POLICY COVERS (EVENTS INSURED):

#### **Unspecified All Risks Cover**

The following cover only applies if the Home Cover Premium is shown on Your Home Cover Schedule and You have also selected Contents cover.

### The Cover - Unspecified All Risks -€3,000

We will cover You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage caused to unspecified items as described in Section 3 All Risks subject to a maximum of €3,000 in any one period of insurance.

- This cover forms part of the Contents section of Your policy and is in addition to any cover purchased under Section 3 All Risks.
- No sum insured will appear on Your Home Cover Schedule for this cover.
- This cover is subject to all the terms conditions and exclusions of Section 3 All Risks.
- No Policy Excess applies to this Premium Cover benefit.





# Your Contents Cover includes **Liability to Others**

### WHAT YOUR POLICY COVERS (EVENTS INSURED):

### Liability to Domestic Employees We will cover You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in Your employment in connection with the Buildings.

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

### YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- Any action for damage brought in a court of law outside the Republic of Ireland:
- Any agreement unless liability would have otherwise applied;
- Any wilful or malicious damage;
- Arising from work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto;
- Accidents to independent consultants or contractors and/or their employees;
- Death, bodily injury or illness caused to other members of Your Household.

### Liability to Others:

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

- 1. As occupier of the Buildings;
- 2. In a personal capacity within the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, Channel Islands or elsewhere in the world (with the exception of countries excluded under the Sanctions Notice) in the course of a visit not lasting more than 60 consecutive days;
  - (i) For death, bodily injury or illness to any person other than:
- The ownership, possession or use of any mechanically or electrically propelled vehicle (which includes mechanically propelled lawnmowers, mechanically or electrically propelled children's toys and mechanically or electrically propelled quad bikes), horse-drawn vehicle, water craft, aircraft (other than model aircraft) or similar vehicles or craft. This exclusion does not apply to mechanically propelled lawnmowers being used at Your Buildings provided that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending statutes;





### WHAT YOUR POLICY COVERS (EVENTS INSURED):

- You:
- Members of Your Household:
  - Employees of You or of members of Your Household:
  - Pavina Guests unless the use has been declared and the premium paid;
- (ii) For accidental damage to property other than property belonging to or under the control of:
  - You:
  - Members of Your Household;
  - Employees of You or of members of Your Household:
  - Pavina Guests unless the use has been declared and the premium paid, caused by:
    - O You:
    - Members of Your Household (other than Domestic Employees);
    - Domestic Employees in the course of their employment in connection with the Buildinas.

We will also cover, in like manner, members of Your Household.

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

### YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- The ownership, possession or use of any animal, but this exclusion does not apply to ponies or saddle horses (unless used for racing or steeple chasing), domestic cats and dogs (other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts or amendments thereto, if such ownership, possession or use is not in accordance with the provisions of such regulations);
- Ponies, saddle horses, domestic cats and dogs that have been the subject of a liability claim in the past:
- The ownership of any land or building;
- The occupation of any land or building other than:
  - The Buildings specified on Your Home Cover Schedule:
  - Temporary holiday accommodation.
- Any profession, trade or business other than the provision of:
  - O A child minding facility at the Buildings for not more than 2 children:
  - If the cover has been requested and the premium paid, accommodation for paying quests as detailed and subject to the limit set out within this policy or any amending Endorsement;
- Any wilful or malicious act;





### WHAT YOUR POLICY COVERS (EVENTS INSURED):

In the event of Your death We will, in respect of liability incurred by You, cover Your personal representatives in the terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the policy insofar as they can apply.

### YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- The ownership, possession, use or discharge of any firearm other than firearms licensed for sporting activities:
- Any contract imposed on You, for which liability You would not otherwise have been under:
- Dangerous implements (e.g. chainsaws, blowtorches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the buildings as described on Your Home Cover Schedule;
- Arising from work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto;
- The transmission of any communicable disease by You or any member of Your household.





# Section 3 – Your Optional All Risks Cover

(for Personal Belongings and Jewellery)

This optional insurance cover only applies when All Risks Sum Insured is shown on Your Home Cover Schedule.

A Policy Excess of €100 applies to this section of the policy in respect of each and every loss or damage Incident.

### WHAT YOUR POLICY COVERS WE WILL COVER LOSS OR **DAMAGE TO:**

#### Item 1 - Unspecified Items

Description of items covered:

- 1. **Personal Effects** (excluding hearing aids, mobile phones, laptops, tablets and the like)
- 2. Jewellery, Photographic **Equipment** (excluding camcorders)
- 3. Clothing and Sports Equipment

up to a maximum Sum Insured per item of €1.000.

### Item 2 - Specified Items

Any item specified on Your Home Cover Schedule up to a maximum of the Sum Insured shown against the item.

### YOUR POLICY DOES NOT COVER THE €100 EXCESS AMOUNT STATED ABOVE OR LOSS OR DAMAGE:

- To any item (for Item 2) not clearly identifiable from the description provided on Your Home Cover Schedule:
- To camping equipment, jet skis, documents of any kind and household goods;
- By stealing or attempted stealing from any unattended vehicle unless:
  - All windows, including sunroof, and doors are securely locked;
  - The property is completely concealed within a closed compartment or locked boot;
- To sports equipment while in use;
- To driver licenses, passports or documents of any kind
- To musical instruments or photographic equipment used or held for business or professional purposes;





### WHAT YOUR POLICY COVERS: WE WILL COVER LOSS OR DAMAGE TO:

The item must be clearly and accurately described on Your Home Cover Schedule so as to be clearly identifiable for the purposes of validating a claim.

Failure to do so will result in the maximum Sum Insured per item from the Unspecified Items cover above applying.

Where an item forms part of a set, pair or suite, the per item limit applies to the set, pair or suite and not just the damaged item (e.g. golf clubs).

### YOUR POLICY DOES NOT COVER THE €100 EXCESS AMOUNT STATED ABOVE, OR LOSS OR DAMAGE:

- Caused by animals owned or in the care, custody or control of You or members of Your Household:
- To pottery, porcelain, terracotta, alass or other brittle items other than by fire and stealing.

### Valuation Requirement for Specified Items Valued in Excess of €5,000

A valuation is required for all Specified Items valued in excess of €5,000. Failure to provide a valuation obtained prior to a loss may invalidate the cover or result in a claim being rejected.

### **Geographical Limits**

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





# Section 4 – Your Optional **Pedal Cycle Cover**

This optional insurance cover only applies when a pedal cycle Sum Insured is shown on Your Home Cover Schedule.

A policy excess of €75 applies to this section of the policy in respect of each and every loss or damage Incident.

### WHAT YOUR POLICY COVERS (EVENTS INSURED):

Pedal cycles including fitted accessories against:

- 1. Loss or damage by theft or any attempted theft;
- 2. Accidental damage while the said cycle(s) is used by You, or any member of Your Household.

Cover is limited to the Territorial Limits or for the purpose of travel away only, elsewhere in the world for up to 30 days in any one period of insurance.

The maximum We will pay for any one pedal cycle is limited to the Sum Insured stated on Your Home Cover Schedule.

### YOUR POLICY DOES NOT COVER THE €75 EXCESS AMOUNT STATED ABOVE OR LOSS OR DAMAGE:

- Due to wear and tear, electrical or mechanical breakdown or derangement;
- Arising from business use;
- To tyres or lamps, or other accessories unless the cycle(s) itself is damaged at the same time;
- To motor assisted cycles.
- Due to stealing of the cycle(s) or its parts unless the cycles(s) is in a locked building or has been immobilised by a security device;
- Whilst the cycle is being used for racing, pacemaking, speed testing or for hire.





# How Claims will Be Settled

## When Buildings Claims Settled on a New for Old basis

### For Buildings (Section 1)

Any admitted claim (excluding claims in respect of felt roofs) will be settled on a new for old basis (without deduction for wear, tear or depreciation), provided:

- 1. The Buildings have been maintained in good repair;
- 2. The Buildings Sum Insured amount at the time of a loss is not less than the full cost of rebuilding the entire Buildings as defined inclusive of fees and removal of debris:
- 3. Repair or replacement is carried out without undue delay.

Otherwise, claims will be settled with an appropriate deduction for wear, tear and depreciation.

# When Deduction Adjustment Made for Wear, **Tear and Depreciation**

### Claims in Respect of Felt Roofs

Covered claims will be settled with an appropriate deduction for wear, tear and depreciation.

### For Contents (Section 2)

Provided that, at the time of a loss, the Contents Sum Insured amount is adequate to replace all of the Contents as new, any admitted claim (excluding claims for items listed as below) will be settled on a new for old basis, as follows:

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

Otherwise, claims will be settled with an appropriate deduction for wear. tear and depreciation.

#### All claims for:

- 1. Household linen, wearing apparel, sporting equipment and bicycles;
- 2. Any of the following if they are over 3 years old: carpets, floor covering and timber flooring; TV, audio, video, computer or recording equipment and ancillary material including CDs, tapes, records and software;

will be settled with an appropriate deduction for wear, tear and depreciation.

### Our Limit of Liability – Buildings and Contents Sum Insured

In the event of a loss in respect of Buildings or Contents our maximum liability is limited to the Sum Insured amounts stated on Your Home Cover Schedule or endorsed hereon.





#### Excess Amounts will be Deducted

We will deduct the amount of the excess stated on Your Home Cover Schedule or elsewhere in this policy wording in respect of each loss.

# For All Risks Cover (Section 3) and for Pedal Cycles Cover (Section 4)

Provided the loss or damage is covered by Your policy We will settle Your claim as follows subject to the Sum Insured being adequate:

- 1. Where damage can be economically repaired, including for clothing, We will either authorise or arrange for repair;
- 2. Where a damaged or lost item can be replaced with an item of similar quality We will either authorise or arrange for replacement;
- 3. Where We are unable to either

- repair or replace the item, We will make a cash payment equal to an agreed replacement value;
- 4. Where We have offered either repair or replacement but You prefer a cash settlement, We will pay You an amount equal to the cost to Us had the item been repaired or replaced.

### For Claims Relating to Items of Clothina:

We may make a deduction for wear, tear and depreciation for clothing.





# What to Do if an Event Insured Occurs

### **Home Claims Notification**

To notify Us of a claim please contact our Home Claims Notification Helpline at 01 8599700. Our staff will be glad to help You and advise You on how to proceed. You can e-mail us at claims.ie@aig.com

Where We need to discuss Your claim You will be contacted as soon as possible to make an appointment.

If You have any queries or if You need any advice in making Your claim just contact Us and We will be happy to help You.

When necessary – in the case of broken windows or burst pipes for example - You should have emergency repairs carried out immediately to prevent possible further damage to Your property.

## **Emergency Home Assist** Helpline

We also provide an emergency 24-hour Home Assist emergency helpline which can provide You with a connection to an approved network of repairers (plumbers, electricians, glaziers, locksmiths, roofers etc.) to help alleviate the effects of a loss as quickly as possible. This is particularly useful when damage is discovered suddenly, especially outside of normal office hours.

The phone number for this service is 0818 112 224

The cost of this service must be borne by You. However, if the cost is covered by this Home Cover Policy then We will reimburse You as part of the claim settlement.

### To Make a Home Cover Claim You May Have to:

- 1. Complete and return a claim form;
- 2. Submit estimates with Your claim:
- 3. Wait until the estimate has been agreed by Us before You can proceed with repairs/redecoration;
- 4. Retain all damaged property for inspection by Us.

### If Your Property is Stolen or **Damaged Maliciously**

If Your property has been stolen or maliciously damaged, or if You lose a valuable item, You must inform the Gardaí or Police as soon as possible. You will receive the Garda report form with Your claim form which you will need to have completed by the Gardai to evidence that the matter was reported.

### If Someone Else is Injured or Their Property is Damaged You Must:

- 1. Send written details to Us as soon as possible. It is vital that We deal with such claims on Your behalf.
- 2. Send to us any letters or documents You receive unanswered and without delay.





#### Things You Must Not Do:

- 1. Proceed with repairs (other than emergency repairs necessary to limit damage) or investigative work without Our prior approval;
- 2. Negotiate, admit or deny any claim without Our written consent, or allow any other person insured under this policy, or anyone else acting on Your behalf to do so.

If an Event Insured Occurs We are Entitled to:

- 1. Take over and conduct in Your name, or in the name of any other person covered by this Policy, the defence or settlement of any legal action:
- 2. Take proceedings at Our own expense and for Our own benefit, but in Your name, or in the name of any other person covered by this policy, to recover any payment We have made under this policy;
- 3. Receive all necessary assistance from You or any other person covered by this policy;
- 4. Enter any Building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

### Disagreement Over a Claim -**Arbitration**

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the

parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of the disclaimer of the liability shall be deemed to have been abandoned.

### **Important**

This condition does not affect Your right to refer any claim or query to the office of the Financial Services and Pensions Ombudsman.

### Matching Pairs or Sets

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. We will only pay for lost or damaged items. We will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they





have not been physically damaged themselves.

This loss of value is not covered by the policy.

### **Matching Carpets**

If You have a matching carpet or other floor covering in more than one room or area, We treat each room or area as separate. We will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.





# Important Information – **Policy Terms and Conditions**

#### Basis of the Contract

This home cover contract is based on Your Statement of Facts, this policy wording and Your Home Cover Schedule. When You arranged this insurance You gave Us information which is shown on Your Statement of Facts.

#### Statement of Facts

You must answer all questions on the Statement of Facts honestly and with reasonable care. This includes the answers and/or information to any prior application form or Statement of Facts supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in the Statement of Facts the most recent answers and information supplied in the Statement of Facts will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in this Policy being cancelled or We may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation condition.

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the Statement of Facts is inaccurate or has changed.

#### Impact of Misrepresentation

The impact of any Misrepresentation by You to any of the answers provided on the Statement of Facts is as follows:

#### (a) Innocent Misrepresentation:

Where You have answered all auestions in the Statement of Facts honestly and with reasonable care but where You made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this Policy.

### (b) Negligent Misrepresentation:

If You make a nealigent misrepresentation or fail to take reasonable care in completing the Statement of Facts the cover under this Policy may not fully operate and in the event of a claim We will exercise one of the following remedies:

- (a) If knowing the full details We would not have entered into the insurance contract. We may avoid the contract, refuse all claims and return any premiums paid by You.
- **(b)** If We would atered into the contract of insurance but have charged a higher premium, We may reduce proportionately the amount to be paid on the claim.
- (d) Where there is no outstanding claim under the contract of insurance. We may either:
  - (i) give notice to You that in the





- event of a claim We will exercise the remedies in paragraphs (a) to (c), or
- (ii) terminate the contract by giving reasonable notice to You.

### (c) Fraudulent Misrepresentation:

If You make a fraudulent misrepresentation or where any conduct by You or Insured involves fraud of any kind We shall be entitled to avoid the contract of insurance and refuse any claims.

#### Cooling Off Period

You have 14 working days from the start date of this policy to cancel the cover without penalty. You will however be charged a pro rata premium for the period You were on cover. We will require Your cancellation request to be in writing (by email or letter) with Your policy number details included. Your cancellation will only take effect upon our receipt of Your written cancellation request.

### Your Right to Cancel

If You need to cancel Your policy please contact your insurance broker. If at any time, you decide to cancel your policy (provided the duration of the contract is not less than one month), and you do so in writing, by email or letter, the Insurer will not impose any financial cost other than

the cost of the premium for the period of cover

However, if you have arranged your insurance policy through an authorised and regulated insurance intermediary you may also be liable to pay a fee to that intermediary. Your intermediary's terms of business, will confirm such information for you.

Cancelling any direct debit instructions does not mean You have cancelled the policy.

If no claims have been made during the period of insurance, We will refund a percentage of the premium in proportion to the period of insurance left unused. This is subject to administration charges We may make, please refer to the Terms of Business agreement www.aig.ie.

If We have paid a claim You must pay the full annual premium and You will not be entitled to any refund.

### Our Right to Cancel

We can cancel this policy by sending You 14 days' notice by registered post to Your last known address. We will refund a percentage of the premium in proportion to the period of insurance left unused. This is subject to administration charges We may make; please refer to the Terms of Business agreement.





#### Alteration of Risk

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the Statement of Facts is inaccurate or has changed.

Failure to do so may be regarded as a Misrepresentation and this Policy may be voided in respect of any risk or item thereof in regard to which there is any alteration which changes the subject matter of this Insurance (please refer to Impact of Misrepresentation section).

#### Mortgagee Clause

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor (or occupier of the Buildings) whereby the risk of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

#### No Claims Discount

Your policy may be subject to a no claims discount. If this is the case it will be included in the premium breakdown section of Your Home Cover Schedule. In the event of a claim during the Period of Insurance, Your no claims discount will be withdrawn at the subsequent renewal.

#### Other Insurances

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

#### Your Duty of Care

You must take reasonable care to:

- 1. Keep Your home in a good state of repair; and
- 2. Avoid or limit any loss, damage or injury.

#### Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover. payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

### **Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your rights of recovery, contribution and indemnity and You will provide all reasonable assistance and will do nothing to prejudice such rights.





Without prejudice to the foregoing, We will not exercise Our rights of subrogation in connection with a claim under this Policy if it is not permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

#### Third Party Contract Rights

A person who is not party to this contract of insurance or otherwise to enforce any term of this contract. Without, prejudice to the aforementioned the third party can bring a claim against Us under this Policy where the Insured has died, cannot be found or is insolvent, or where the court considers it just and equitable to allow such third party claim proceed.





# **General Policy Exclusions**

### (These apply to the whole policy)

#### War and Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, We shall not be liable in respect of liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- 1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any government or public or local authority
- 2. Any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) 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 purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear

This Endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 ahove

If We allege that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon You. In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### Cyber Risk

This policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- 1. The loss of, alteration of or damage to; or
- 2. A reduction in the functionality, availability or operation of a computer system, hardware,





programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or noncomputer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.

### We Shall Not be Liable for:

#### Radioactive Contamination

- 1. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or;
- 2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### Sonic Boom

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

#### Confiscation

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

#### Consequential Loss

Consequential loss or damage of any kind except as set out in this policy.

### Fees (incurred in the preparation of any claim)

Fees incurred in the preparation of any claim including fees of Public Loss Assessors and/or fees associated with the preparation or presentation of any claim.

### Funai

Any loss, damage or liability directly or indirectly caused by the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot or bacteria. Whenever fungi, wet or dry rot or bacteria occur, they and any resulting loss are always excluded under this policy, howsoever caused. In addition, there is no cover to test for, monitor, clean up, remove, remediate, contain, tread, de-toxify, he preparation or presentation of any





access the effects of fungi, wet or dry rot, or bacteria.

### Damage caused by Wear, Tear and as Undernoted:

- 1. Wear, tear, rust or corrosion;
- 2. Gradual deterioration or any gradually operating cause;
- 3. The cost of maintenance;
- 4. Mildew, rising damp, dry/wet rot, moth, vermin, atmospheric or climatic conditions:
- 5. Damage caused by any process of cleaning, dyeing, repairing or restoring any article;
- 6. Mechanical, electrical or electronic defects, breakdown or malfunction.

### Business, Trade or Professional **Purposes**

This policy does not provide cover for any property held in connection with any business, trade or professional purpose other than Home Office Equipment as referred to within the definition of Contents.





# **Endorsements**

## (Operative only if indicated on Your Home Cover Schedule)

#### H1 - Minimum Security Clause

It is a condition of Your policy that:

- 1. All external doors are fitted with mortice deadlocks or deadlocking rim latches;
- 2. All French windows and/or patio doors are fitted with appropriate security locks necessitating key release;
- 3. All ground floor and other accessible opening windows\* are fitted with effective locking mechanisms.

(\*excluding windows of rooms that are used as sleeping accommodation).

### H2 - Burglar Alarm Clause

It is a condition of Your policy that a working approved\* burglar alarm is installed at the Buildings as described on Your Statement of Fact. You have agreed to maintain the burglar alarm as advised to Us, in accordance with the supplier's recommendations and to have the alarm switched on and in service when family members are not in the Private House. Where You have informed Us that Your burglar alarm is monitored on a 24 hour basis, this monitoring must also remain in place.

(\*Since 1st August 2006, the Private Security Authority (PSA) has made the licensing of intruder alarm installers mandatory. See www.psa.gov.ie for further details).

#### H3 - Smoke Alarm Clause

It is a condition of Your policy that two smoke detectors/alarms are installed at the Buildings and that You agree to maintain these in accordance with the supplier's recommendations, to have them switched on and in service on all practical occasions.

#### H4 - Voluntary Excess

Any voluntary excess shown in Your Home Cover Schedule is deemed to be in addition to the standard (or compulsory) policy excess amount(s) also stated in Your Home Cover Schedule.

### H5 - Paying Guests up to 3

Permission is given for not more than 3 short term paying quests at any one time to be kept in the Private House.

### H6 - Home Shared With Room(s) Sublet

Permission is given for Your Private House to be shared with no more than 3 tenants, co-tenants or lodgers at any one time.





### H7 - Home Office Equipment Limit Increased to €6,000

The amount of €3,000, included within the contents definition in respect of Home Office Equipment, is increased to €6,000.

### H8 - Home Office Equipment Limit Increased to €10,000

The amount of €3,000, included within the Contents definition in respect of Home Office Equipment, is increased to €10,000.

### **H9 - Special Security Precautions** for Jewellery

It is a condition of Your policy that all items of jewellery valued in excess of €10,000 are kept in a locked safe when not being carried or worn on the person.

### H10 - Single High Value Limit

The high value limit of 5%, or €3,000 whichever is higher, included within the Contents definition, is deleted for items listed on Your Home Cover Schedule and is replaced by the monetary amount shown against each item.

### H11 - Total High Value Limit

The high value total of 33%, included within the Contents definition, is deleted and replaced by the percentage amount shown on Your Home Cover Schedule.

### H12 - Buildings Used Partly for Business Purposes, Other than a Home Office

The Buildings is partly occupied in connection with Your business as disclosed to Us - see Your Home Cover Schedule. Within that portion of the Buildings no cover is provided for Money or any High Value Item and Accidental Damage to Contents is not included. The insurance provided for stealing or attempted stealing of Contents, only applies if accompanied by violent and forcible entry or exit and is subject otherwise to the terms, limitations and exceptions otherwise specified in this policy. The exclusion regarding "profession, trade or business" referred to under Liability to Others does not apply to Your business as disclosed but, We will not insure You for any amount which You might become legally liable to pay for death, injury, illness or loss or damage by remedial, professional or other advice or treatment - other than medical first aid treatment - given or administered or omitted by You, or by any of Your servants, employees or Agents.

### H13 - Jewellery Settings

It is a condition of All Risks cover that the settings of any item of jewellery valued in excess of €10,000 are evidenced in writing as checked by a jeweller at least once every two years.





### H14 - Fire Cover Only Applies

The insurance provided by this home cover policy is limited to the events insured: Fire, explosion, lightning, earthquake and thunderbolt. No other insurance cover is provided by this home cover policy while this endorsement applies.

### H15 - Mortgagees Clause

The interest of the mortgagee shall not be prejudiced by an act or negligence by You, Your Household or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee provided that the mortgagee as soon as reasonably possible after becoming aware of the danger shall give notice to Us and pay an additional premium if required.

### H16 - Fire and Owner's Liability **Cover Only Applies**

The insurance provided by this home cover policy is limited to the events insured:

- 1. Fire, explosion, lightning, earthquake and thunderbolt; and
- 2. Liability to others as owner of the Buildinas.

No other insurance cover is provided by this home cover policy while this endorsement applies.

### H17 - Satellite Dishes, Television/Radio Aerials and Masts

The reference to "30 feet in height" in this policy wording is substituted by the number of feet as advised to Us. The monetary amount referred to remains unchanged.

#### H18 - Increased Excess - Buildings and Contents

The standard policy excess amount of €250 applicable to Sections 1 and 2 of this home cover policy is increased to that shown on Your Home Cover Schedule.

### H19 - Increased Excess -**Accidental Damage**

The standard policy excess amount of €250 applicable to event insured 12 Accidental Damage under Sections 1 and 2 of this home cover policy is increased to that shown on Your Home Cover Schedule.

#### H20 - Increased Excess - Water Peril

It is agreed that the €1,000 Policy Excess amount stated in this policy wording under Sections 1 and 2 is increased to that shown on Your Home Cover Schedule only in respect of Events Insured sub-section 4 of Section 1 - Buildings and Events Insured sub-section 4 of Section 2 -Contents. Furthermore, the Policy





Excess is increased for any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the water peril only.

### H21 - Increased Excess - Flood Peril

It is agreed that for the peril of flood only (noted in Event Insured subsection 3 of section 1 and Event Insured sub-section 3 of section 2 the policy excess amount is increased to that shown on Your Home Cover Schedule. In addition, this increased policy excess amount applies to any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the flood peril only.

### H22 - Increased Excess -Subsidence Peril

It is agreed that for the peril of subsidence or heave or landslip only (noted in Event Insured sub-section 11 of section 1 and Event Insured subsection 11 of section 2 the €1.000 policy excess amount stated in this policy wording is increased to that shown on Your Home Cover Schedule. In addition, this increased policy excess amount applies to any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), associated with the peril of

subsidence, heave, or landslip.

### H23 - Excluding Water Peril

It is agreed that Event Insured subsection 4 of section 1 - Buildings and Event Insured sub-section 4 of section 2 - Contents is deleted from this policy wording. In addition, accidental damage cover is excluded (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the peril of water.

### H24 - Increased Excess - Stealing (or Attempted Stealing) Peril

The standard policy excess amount of €250 applicable to event insured 6 Stealing (or Attempted Stealing) under Sections 1 and 2 of this home cover policy is increased to that shown on Your Home Cover Schedule.

### H25 - Excluding Subsidence Peril

It is agreed that Event Insured subsection 11 of section 1 - Buildings and Event Insured sub-section 11 of section 2 - Contents is deleted from this policy wording. In addition, accidental damage cover is excluded (if this optional extra cover. Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the peril of subsidence.





### H26 - Increased Excess - Specified All Risks Items

The standard policy excess amount of €100 applicable to Section 3 of this home cover policy is increased to that shown on Your Home Cover Schedule.

#### H27 - Average Clause - Buildings

If at the time of a loss or damage the sum insured is less than the full rebuilding cost of the buildings as defined, We will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

#### H28 - Average Clause - Contents

If at the time of a loss or damage the sum insured is less than the cost of replacing all the contents as new, less an allowance for wear and tear for items listed in "How Claims will Be Settled" section of this policy wording, We will pay only for the proportion of the loss or damage which the sum insured bears to such cost.





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