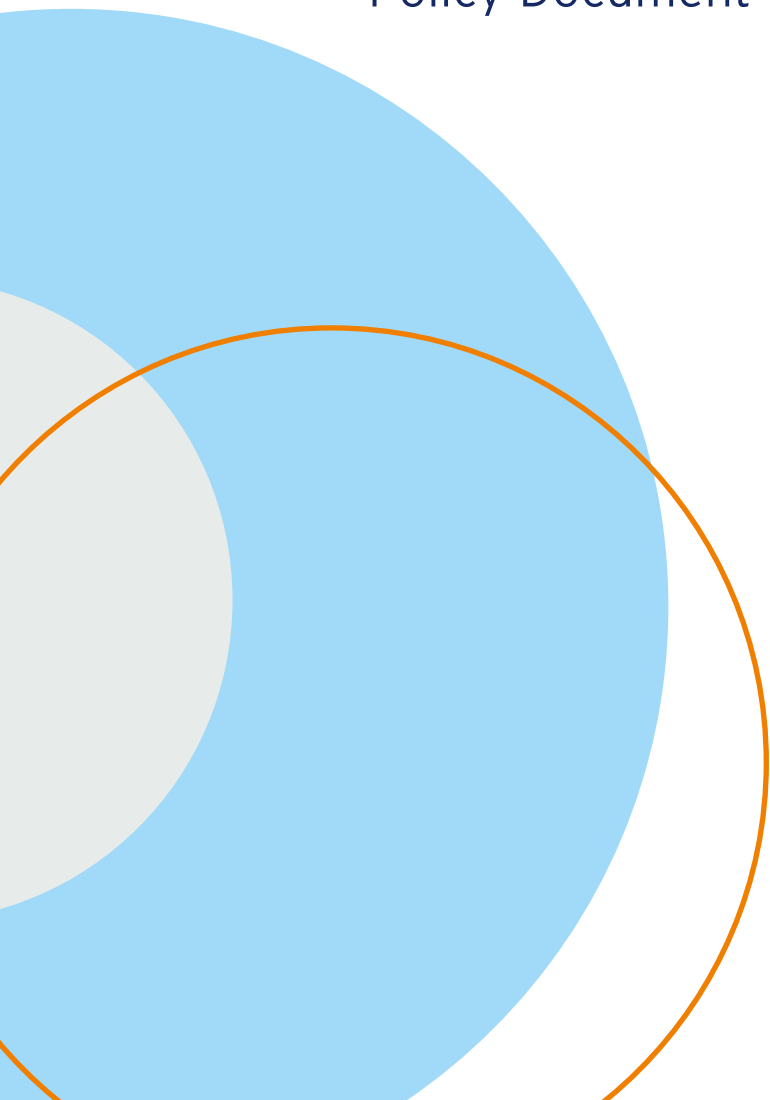


KBC Home Insurance



KBC Home Insurance

Policy Document



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Welcome

Thank you for choosing KBC as your insurance arranger. KBC Bank Ireland plc ('KBC') has an exclusive agency agreement with Zurich Insurance plc ('Zurich') for the provision of home insurance. Your **home** insurance is underwritten by Zurich Insurance plc.

Your Home Insurance contract consists of three documents, as listed below. These documents should be read as if they are one document. Please read them carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact KBC or Zurich Insurance plc.

The policy booklet

This booklet details the extent of cover for each of the sections chosen by **you** and the policy conditions and exceptions.

We would draw your attention specifically to the 'What is not insured' and the 'Policy Exceptions' sections of the Policy which set out what is not covered, and also the Retention Amount section in the Buildings Section (Section A) of the Policy.

The schedule

Which includes details of the risk address, operative sections and clauses, the sums insured and the period of insurance.

The statement of facts

The statement of facts is a precise record of the information which you or anyone on your behalf provided to us about your risk. We have relied upon the information in the statement of facts when deciding whether to accept this insurance, what terms to apply to it and the premium to charge.

Emergency assistance

When the unexpected happens, it's reassuring to know that help is at hand when **you** need it, that **you** can talk to someone who will be able to give **you** advice and assistance immediately.

If **you** are experiencing an emergency and have concerns for the safety of **your Home** or **Household**, please ensure to contact the relevant emergency services department.

Emergency Helpline

Zurich, in conjunction with **our** assistance company, provide an emergency Helpline to ensure that our customers get the assistance they need. As a Zurich customer **you** can avail of **our** 24-hour, 365-day helpline, by dialling **1890 208 408**.

Use of this service is not recorded as a claim on **Your** policy.

Getting your home back in order

Our experienced staff will offer **you** immediate assistance, day or night, whatever **your** emergency.

- **We** will arrange for an approved contractor to call to **your home** and deal with **your** emergency.
- **You** will be required to pay a call out fee. The contractor must provide **you** with a receipt.
- If additional work is then required, the contractor must provide **you** with a written estimate and explanation of the work to be carried out.
- **You** are responsible for instructing the contractor to complete this work. Payment for this work must be collected directly from **you**. Please retain any damaged materials/goods in order to substantiate any future claim.
- **You** may be able to claim for the work completed by the contractor under **your** Home Insurance Policy. Once **we** are satisfied that the damage/repairs are covered by **your** policy, **we** will reimburse **you** for the agreed amount less any policy **excess**.
- The advantages to **you**, **our** customer, are:
 - faster response to **your** emergency
 - specially negotiated rates for **your** repairs or replacement of **your** items even if the damage is not covered under **your** Policy
 - help and assistance at a traumatic time.
- If the emergency relates to plumbing, leaking roof, locks, glazing, the primary heating system or the electrical supply and is impacting the **Home** (excluding garages and outbuildings) **you** may be entitled to the cost of the call out fee and/or emergency repairs up to the cover limit of €300 and up to a maximum of four **Emergency Repairs** per period of Insurance.

What we cover

- **Plumbing** – the sudden or unexpected Breakdown of, or damage to, the plumbing and/ or drainage system which would result in internal liquid damage to the **Home** (excluding garages and outbuildings). This includes leaking pipes, blocked drains, water tanks, and blockages in toilet waste pipes or leaking radiators.
- **Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows which has rendered the **Home** (excluding garages and outbuildings) insecure, including theft or loss of keys and/or broken external window glass.
- **Roofing** – Storm or accidental damage to the roof of the **Home** (excluding garages and outbuildings) necessitating repair.
- **Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the **Home**.
- **Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) impacting the **Home** (excluding garages and outbuildings).

Covered up to a maximum payable of €300 per incident.

You can avail of a maximum of four **Emergency Repairs** per period of Insurance.

Emergency Repair Exclusions

- Any loss or damage outside the private dwelling, for example damage to sheds, unconnected garages, and other outbuildings.
- Any loss or damage in relation to **Subsidence**, **Ground heave** or landslip.
- Damage where the property is **Unoccupied** for longer than 30 consecutive days.
- The cost of any work, which was carried out without approval, including any cost relating to the attempted repair by **You** or **Your** own contractor.
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc.
- Damage due to Fire, lightning, explosion, tempest, **Flood**, earthquake, impact or other extraneous cause.
- Any claim caused by, contributed to, by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- Cover is for emergencies and it does not cover general maintenance and/or repairs or replacements required due to normal wear and tear.
- Cover is not in place for issues which existed prior to policy inception.
- Cover is not in place where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for.
- Subsequent investigation work, such as trace and access, following the emergency repair.

When we have carried out **Emergency Repairs**, you may also avail of the following benefits:

Alternative Accommodation – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, **our** assistance company will provide overnight accommodation for 4 people, at an establishment of **your** choice. Subject to a maximum payable of €50 per person up to a total amount payable of €200 for any one incident.

Furniture Storage – If the **Home** (excluding garages and outbuildings) is deemed uninhabitable, and it is necessary to remove **Household** furniture for security reasons, **we** will provide 7 days storage for **your** furniture and transport to and from the security storage location up to a distance of 50km from the **Home**. Subject to a maximum payable of €200 for any one incident.

Urgent Message Relay – When an emergency occurs within the **Home** (excluding garages and outbuildings), **we** will relay two urgent messages to a **family** member at **Home** or abroad.

Making a Claim

Emergency Assistance

Accidents can happen. If **you** are unfortunate to have an accident, **you** can now avail of the Emergency Helpline, dial **1890 208 408**. (24 hours, 365 days a year).

What you should do

First, check your Insurance Policy to see if the incident that has occurred is covered by your Policy. If it is, then please dial 1890 208 408. **We** will take details of your claim and arrange for an approved contractor to call out to your **home** and deal with the damage that has occurred. **We** will also find out what items have been damaged or stolen and take steps to organise replacements for some of them from our approved suppliers. To access information regarding an existing claim simply call 1890 208 408.

Claims Notification Period

Please note that unless otherwise stated in this Policy all claims must be notified to Zurich at the latest within 30 days of the occurrence of the relevant event or cause (as the case may be) giving rise to the claim.

However, please refer to the Policy Conditions section of this document and familiarise yourself with your specific obligations when notifying a claim, as failure to comply could result in your claim being refused, where we are prejudiced.

Underinsurance

Protecting your home and contents

The purchase of your **home** represents probably the largest financial investment **you** will make in your lifetime. It is, therefore, vitally important that **you** protect your investment by insuring it for the correct value.

Each year **you** should review the amount for which **you** have insured your **buildings** and **contents**. In addition, if home improvements have been carried out, such as the building of an extension or the conversion of the attic, or if **you** have purchased additional **contents**, the sums insured should be increased to reflect this.

It is important that the base value of your **buildings** and **contents** are regularly reviewed.

Home Protection Tips

Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, your Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration
- Ensure your tiles and guttering are secure
- Check that the gutters and drains are not blocked
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawn mowers or plant pots in a garden shed and lock it.

Fire prevention

Every year many people are killed or injured and homes are destroyed as a result of domestic fires. **You** can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use
- Repair faulty wiring, frayed leads and loose plugs
- All fires and heaters should have a secure fireguard. Never leave the room without having a guard in front of the fire
- Chimneys should be swept at least once a year
- Avoid careless smoking, especially in bedrooms
- Matches should be kept well away from children
- Close all internal doors when going to bed
- Keep heaters away from furniture, curtains and bedclothes
- Never move or refuel an oil or gas heater while it is lighting
- Keep all electrical flexes off cooker rings and hobs
- Be especially careful with chip pans, they should never be left unattended on a lighted cooker
- **You** should install at least two smoke detectors in your house. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.

Water damage

There are various weather hazards which **you** cannot avoid, but against which **you** can protect your **home**.

- Lag pipes and water tanks wherever possible
- Leave the underside of tanks free to ensure rising warmth can reach them
- Replace washers on dripping taps.

Burglary prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered **home**. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and roof lights should be fitted with key operated security locks or stops with removable keys or key-operated security bolts with removable keys.

Before going on holidays

- If **you** have an automatic light switch installed, set it to operate at the times **you** normally switch the lights on
- Cancel all deliveries, e.g. milk, newspapers etc.
- Ask a neighbour to pop in from time to time to check on the house and to remove post from the letterbox/porch
- Inform your local Garda station that **you** will be away
- Check that all windows and doors are securely locked
- Set your intruder alarm, smoke detectors and other alarm systems – check that the batteries in all alarms are working.

The Contract of Insurance

This Policy is a contract between **you** and **us**.

We will insure **you** under those sections shown in the schedule during any period of insurance for which **we** have accepted your premium provided all the terms and conditions of the Policy are kept.

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance plc and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

Zurich Insurance plc.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4.

Meaning of Words

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section. To help **you** identify these words in the Policy **we** have printed them in bold throughout.

Bodily injury

Death, injury, illness or disease.

Buildings

The **home**, landlord's fixtures and fittings on or in the **home**, walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts and swimming pools, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €700) on or in the **home**, all at the situation of the **premises** shown in the schedule.

Business Equipment

Computers, keyboards, visual display units and printers, word processing equipment, desktop publishing units, multi user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by **you** or any member of your **Household** but excluding **Business Equipment** otherwise insured.

Contents

Household goods, personal belongings (including **valuable property**), tenant's fixtures and fittings (including interior decorations), **business equipment** up to €4,000, radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €700) on or in the **home**, all belonging to or the legal responsibility of **you** or a member of your **household**.

The following property is not included as **contents**:

- **Buildings**
- Motor vehicles including any mechanically propelled vehicles which includes e-scooters and e-bikes (other than mechanically propelled lawnmowers), caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them
- Landlord's fixtures and fittings
- Any living creature
- Property owned or held in trust in connection with any business, profession or trade
- **Money** of any kind
- Deeds (except as provided under paragraph 21), bonds, bills of exchange, securities, documents, manuscripts
- Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a specified item
- Plants, trees and shrubs in the garden.

Credit cards

Credit, cheque, bankers or cash dispensing cards.

Emergency

An unforeseen or sudden occurrence which results in damage to your **Home** and which requires immediate action to:

- (a) make the property safe and/or
- (b) secure the building against further loss or damage.

Emergency Repairs

Repairs to make the property safe or secure the building against further loss or damage.

Excess

The monetary amount of any claim which is not insured. This amount is shown in the relevant paragraphs of the Policy or in the Schedule.

Family

Your relatives (including your partner and all children) who normally live in the **home**.

Flood

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam,
- or
- (b) inundation from the sea whether resulting from storm or otherwise.

Geographical limits

The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

Ground heave

The upwards expansion of the ground resulting in damage to the building foundations.

Home

The private dwelling, garage and outbuildings used for domestic purposes only, all at the situation of the **premises** shown in the schedule.

Household

Your **family** and domestic staff permanently living in the **home**.

Money

Cash, cheques, postal orders, bankers drafts, travel tickets, travellers cheques, savings stamps and certificates, premium bonds, current postage stamps, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

Premises

The **buildings** and the land within the boundaries belonging to them.

Settlement

The vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the weight of the building.

Subsidence

The downward movement within the ground independent of the building load.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not permanently lived in by **you** or by a person authorised by **you**.

Valuable property

Jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, collections of stamps, coins or medals, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. The most **we** will pay is 50% of the sum insured by section B Contents, but not more than 10% for any one article, set or collection.

We or us

Zurich Insurance plc.

You

The person or people shown in the schedule as the Insured.

Section A – Buildings

Meaning of Words

Words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured <i>The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
1. Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by: <ul style="list-style-type: none"> • agricultural or industrial operations, any gradually operating cause, or smog. The first €350 of each incident of loss or damage.
2. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> • caused by frost, subsidence, ground heave or landslip, • to gates, fences or hedges, • due to wear and tear or gradual deterioration. <p>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings.</p> The first €350 of each incident of loss or damage.
3. Subsidence or ground heave of the site on which the buildings stand or landslip.	Loss or damage in respect of apartment blocks (purpose built or converted). Loss or Damage: <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials, • caused by building on made-up ground or filled-in land,

What is insured <i>The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
	<ul style="list-style-type: none"> • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, outdoor swimming pools unless liability is admitted under the policy for loss or damage to the home from the same cause occurring at the same time, • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause, • associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise. <p>Loss or damage if any part of the buildings suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us.</p> <p>The first €1,000 of each incident of loss or damage.</p>
<p>4. Stealing or attempted stealing.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force, • caused after the home is left unfurnished or unoccupied for more than 45 consecutive days, • caused by a member of the household other than domestic staff. <p>The first €350 of each incident of loss or damage.</p>
<p>5. Riot, civil, labour or political disturbance.</p>	<ul style="list-style-type: none"> • The first €350 of each incident of loss or damage.
<p>6. Vandals or malicious people.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • by any modifications to the premises, • by someone lawfully on the premises, • after the home is left unfurnished or unoccupied for more than 45 consecutive days. <p>The first €350 of each incident of loss or damage.</p>

What is insured <i>The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
<p>7. Escape of water from or the bursting of any fixed domestic water or heating installation. We will also pay for the escape of water from any washing machine, dishwasher, refrigerator, freezer, or fixed fish tank.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused after the home is left unfurnished or unoccupied for more than 45 consecutive days. to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration. to tiles, walls, floors and ceilings caused by the gradual leakage or ingress of water from all fixed sanitary ware units including baths and shower units. <p>The first €750 of each incident of loss or damage.</p>
<p>8. Escape of oil from any fixed domestic heating installation.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused after the home is left unfurnished or unoccupied for more than 45 consecutive days. to any fixed domestic heating installation due to wear and tear, rust, or gradual deterioration. <p>The first €750 of each incident of loss or damage.</p>
<p>9. Collision with the buildings, by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.</p>	<p>Loss or damage caused by your pets.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>10. Falling trees or branches.</p>	<ul style="list-style-type: none"> Loss or damage to gates, fences or hedges. Damage caused by felling or lopping of trees. We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the buildings. Damage to tennis courts. <p>The first €350 of each incident of loss or damage.</p>
<p>11. Falling aerials, satellite dishes, aerial fittings or masts.</p>	<p>The first €350 of each incident of loss or damage.</p>

What is insured <i>The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
<p>12. Breakage of fixed glass and sanitary ware. Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the home.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unfurnished or unoccupied for more than 45 consecutive days, • by vandals or malicious people lawfully on the premises. <p>The first €350 of each incident of loss or damage.</p>
<p>13. Service pipes and cables. Accidental damage to cables, underground pipes or underground tanks servicing the home.</p>	<ul style="list-style-type: none"> • Loss or damage due to wear and tear, rust or gradual deterioration. <p>The first €350 of each incident of loss or damage; or: the first €1,000 of each incident of loss or damage which results in subsidence or ground heave to the Buildings which is a direct consequence of the accidental damage to cables, underground pipes or underground tanks servicing the home.</p>
<p>14. Blockage of sewer pipes. The cost of breaking into and repairing the pipe between the main sewer and the home following the blockage of the pipe.</p>	<p>The first €350 of each incident of loss or damage.</p>
<p>15. Rent and Alternative Accommodation. If the home is made uninhabitable by damage from any cause insured by this section, we will pay for:</p> <ul style="list-style-type: none"> • rent you would have received and rent which continues to be payable by you, • the reasonable extra cost of comparable alternative accommodation if you occupy the home, but only during the period necessary to reinstate the home to a habitable condition, • the work of reinstatement or repair must be done without delay, • the most we will pay under this paragraph is 20% of the sum insured by this section. 	

What is insured

The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.

16. Liability to the public.

Any amounts which **you**, as owner of the **premises**, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **bodily injury** to a person or accidental loss of or damage to property.

The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000 inclusive of costs agreed by **us** in writing.

What is not insured

Liability arising directly or indirectly from:

- any wilful, malicious, deliberate or reckless act committed by anybody living in the **home**,
- an agreement which imposes a liability which **you** would not otherwise have been under,
- the occupation of the **premises**,
- any business, profession or trade other than child minding service for up to 2 children or accommodation for up to 6 paying guests.

Liability for:

- **bodily injury** to a member of your **household** or any other person permanently residing with **you**,
- **bodily injury** to a person under a contract of service or apprenticeship with **you** or a member of your **family**,
- loss of or damage to property owned or held in trust by or in the custody or control of **you** or a member of your **household** or any other person permanently residing with **you**.

17. Fire brigade charges.

Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which have given rise to a valid claim under this policy. The most **we** will pay is €2,000 for **buildings** and/or **contents**.

18. Extended accidental damage.

The **buildings** are insured against any accidental damage in addition to the events under paragraphs 1 to 14 of this section.

Loss or damage:

- caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown.

What is insured <i>The buildings are insured against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
	<ul style="list-style-type: none"> caused by chewing, scratching, tearing or fouling by domestic pets. <p>Any loss, damage or amount shown as not insured under paragraphs 1 to 14 of this section.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>19. Trace and Access.</p> <p>We will pay up to €700 to remove or replace any part of the buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> to the item from which the escape occurred, caused after the home is left unfurnished or unoccupied for more than 45 consecutive days.

Settling claims

We will pay the full cost of repair or reinstatement as new of the damaged part of the **buildings** provided that the work is done without delay or at our option **we** will arrange for the work to be carried out. However, **we** will deduct an amount for wear and tear if:

- at the time of the loss or damage the sum insured is less than the full cost of rebuilding the **buildings** as new,
- the **buildings** are in a poor state of repair or decoration.

We will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

If repair or reinstatement is not carried out **we** will pay the reduction in market value resulting from the loss or damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **we** will pay under paragraphs 1 to 14, 18 and 'Additional costs' below is the sum insured by this section.

We will automatically reinstate the sum insured from the date of payment of any claim unless **we** have given you written notice to the contrary before payment.

Retention Amount

Our priority is to provide financial support to customers throughout the claim process to ensure any repair/reinstatement work is completed as quickly as possible. Where **we** opt to pay the costs of repair or reinstatement as above, **we** may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the “retained amount”) to **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

Additional costs

We will pay the necessary and reasonable expenses that you incur in reinstating the **buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others
- the cost of clearing the site and making it and the **home** safe
- the cost of complying with any government or local authority requirement following loss or damage unless you were given notice of the requirement before the loss or damage.

We will not pay:

- fees for preparing a claim under this section
- costs in respect of undamaged parts of the **buildings** (except the foundations of the damaged parts).

Mortgagees clause

The interest of the mortgagee shall not be prejudiced by any act or neglect 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.

Index-linking

We will monitor rebuilding costs using a range of appropriate indices and market information that **we** have available to **us**.

We will automatically adjust the **Buildings** sum insured (but not any monetary limits) to help protect **you** against inflation.

This adjustment of the sum insured will:

- be subject to a minimum increase of 1% in the reviewed indices during the period of insurance
- continue after any insured loss or damage if required repairs or reinstatement are carried out without delay.

We will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sum insured.

More than one home

When more than one **home** is insured the terms and conditions of the policy shall apply as if each is separately insured.

Selling your home

If you are selling your **home** **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

Section B – Contents

Meaning of Words

Words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
<p>1. Fire, smoke, lightning, explosion or earthquake.</p>	<p>Smoke damage caused by:</p> <ul style="list-style-type: none"> • agricultural or industrial operations, • any gradually operating cause, • smog. <p>The first €350 of each incident of loss or damage.</p>
<p>2. Storm or flood.</p>	<p>Loss or damage caused by frost.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>3. Subsidence or ground heave of the site on which the buildings stand or landslip.</p>	<p>Loss or damage in respect of apartment blocks (purpose built or converted).</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by settlement due to building load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials, • caused by building on made-up ground or filled-in land, • unless the home is damaged at the same time by the same cause, • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause, • associated with such causes arising prior to payment of premiums for the period of insurance in which a claim may arise.

What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
	Loss or damage if any part of the buildings suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by us. The first €1,000 of each incident of loss or damage.
4. Stealing or attempted stealing.	Loss or damage: <ul style="list-style-type: none"> • while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force, • caused after the home is left unfurnished or unoccupied for more than 45 consecutive days, • caused by a member of your household other than domestic staff. The first €350 of each incident of loss or damage.
5. Riot, civil, labour or political disturbance.	The first €350 of each incident of loss or damage.
6. Vandals or malicious people.	Loss or damage caused: <ul style="list-style-type: none"> • by someone lawfully on the premises • after the home is left unfurnished or unoccupied for more than 45 consecutive days. The first €350 of each incident of loss or damage.
7. Escape of water from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.	Loss or damage caused after the home is left unfurnished or unoccupied for more than 45 consecutive days. The first €750 of each incident of loss or damage.
8. Escape of oil from any fixed domestic heating installation.	Loss or damage caused after the home is left unfurnished or unoccupied for more than 45 consecutive days. The first €750 of each incident of loss or damage.

What is insured	What is not insured
<p><i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i></p>	
<p>9. Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.</p>	<p>Loss or damage caused by domestic pets. The first €350 of each incident of loss or damage.</p>
<p>10. Falling trees or branches.</p>	<p>The first €350 of each incident of loss or damage.</p>
<p>11. Falling aerials, satellite dishes, aerial fittings or masts.</p>	<p>The first €350 of each incident of loss or damage.</p>
<p>12. Breakage of glass. Accidental breakage while in the home of mirrors, plate glass tops to furniture, fixed glass in furniture or ceramic hobs.</p>	<p>Damage while any part of the home is lent, let or sub-let. Loss or damage caused:</p> <ul style="list-style-type: none"> • after the home is left unfurnished or unoccupied for more than 45 consecutive days, • by vandals or malicious people lawfully on the premises. <p>The first €350 of each incident of loss or damage.</p>
<p>13. Audio, TV and video equipment. Accidental damage while in the home to radios, televisions, (including satellite decoding equipment) other audio or video equipment and computer equipment.</p>	<p>Damage:</p> <ul style="list-style-type: none"> • while any part of the home is lent, let or sub-let, • caused by wear and tear or gradual, deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown, • to records, audio, video or computer discs, tapes or cassettes, • to telephones or telephone equipment, • caused by computer viruses. <p>The first €350 of each incident of loss or damage.</p>

What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
<p>14. Personal money.</p> <p>Accidental loss of or accidental damage to money belonging to you or a member of your family, anywhere in the world, up to €400.</p>	<p>Loss of money from the home while any part of the home is lent, let or sub-let, unless entry to or exit from the home is made using violence and force.</p> <p>Stealing of money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence and force.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery.</p> <p>Confiscation or detention by customs or other officials.</p> <p>The first €50 of each loss.</p>
<p>15. Credit cards.</p> <p>Financial loss arising from unauthorised use following loss or theft of credit cards belonging to you or a member of your family, up to €1,275 anywhere within the European Union or Worldwide within 60 days.</p>	<p>Unauthorised use by a member of your household. Liability following breach of the terms and conditions of use.</p> <p>Confiscation or detention by customs or other officials.</p>
<p>16. Freezer contents.</p> <p>Deterioration of food or drink caused by:</p> <ul style="list-style-type: none"> • a change in temperature of the freezer or refrigerator in the home, • contamination by accidental escape of refrigerant or refrigerant fumes. <p>We will pay for the cost of replacing food and drink unfit for human consumption.</p>	<p>Deterioration resulting from the deliberate act of the supplying authority.</p> <p>Any consequence of strikes, labour or political disturbances.</p>
<p>17. Contents in the open.</p> <p>The contents are insured while in the open within the boundaries of the land belonging to the home against loss or damage caused by events in paragraph 1 and paragraphs 3 to 11 of this section.</p> <p>The most we will pay is €700.</p>	<p>Any loss, damage or amount shown as not insured under paragraph 1 and paragraphs 3 to 11 of this section.</p> <p>Plants and trees.</p> <p>Loss or damage due to wear and tear, rust or gradual deterioration.</p> <p>The first €350 of each incident of loss or damage.</p>

What is insured

The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.

18. Contents temporarily removed.

The **contents** are insured within the **geographical limits** while temporarily removed from the **premises** against loss or damage caused by:

- the events insured in paragraphs 1 to 3 and 5 to 11 of this section,
- stealing or attempted stealing from:
 - a bank or safe deposit or in transit directly to or from a bank or safe deposit while in the custody or control of **you** or a member of your **household**,
 - within an occupied building, boat or caravan used for residential purposes or a building where **you** or a member of your **family** are employed, engaged in your/their business or temporarily living,
 - any other building provided entry to or exit from the building is made using violence and force.

The most **we** will pay is 15% of the sum insured by this section.

19. Household removal.

Accidental loss of or accidental damage to the **contents** while they are:

- being moved by professional furniture removers to your new **home** within the **geographical limits**,
- in temporary storage, for up to 7 days in a furniture depository.

What is not insured

Loss or damage caused by storm, **flood** or falling trees or branches while the **contents** are in transit or in the open.

Property removed for sale or exhibition or to a furniture depository.

Stealing of **money**.

Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.

The first €350 of each incident of loss or damage.

Money, gold or silver articles, jewellery or furs.

Loss or damage:

- if **you** have arranged other insurance,
- not reported to **us** within 7 days of delivery to the new **home**,
- cracking, scratching or breakage of china, glass or similar brittle articles, unless packed by professional packers.

The first €350 of each incident of loss or damage.

What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
<p>20. Accidental loss of oil or metered water.</p> <p>Loss of:</p> <ul style="list-style-type: none"> oil from a domestic heating installation, metered water, following accidental damage to the domestic water or heating installation. 	<p>Loss or damage due to wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</p> <p>The first €350 of each incident of loss or damage.</p>
<p>21. Title deeds.</p> <p>The cost of preparing new title deeds to the premises if they are lost or damaged by a cause insured under the events in paragraphs 1 to 11 and paragraph 31 (where applicable) of this section while in the home or while kept in your bank, building society or solicitor's office for safe-keeping.</p> <p>The most we will pay is €700.</p>	<p>Any loss, damage or amount shown as not insured under paragraphs 1 to 11 of this section.</p>
<p>22. Fatal Accidents.</p> <p>Fatal injury to you and/or your spouse or partner as a direct result of:</p> <ul style="list-style-type: none"> fire, accident or assault, in the premises, an accident while travelling within the geographical limits as a fare-paying passenger in any road or rail vehicle, assault in the street within the geographical limits, provided death follows within 12 months of the injury. <p>The maximum amount payable by us is €5000 in respect of any one incident.</p>	

What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
<p>23. Rent and alternative accommodation.</p> <p>If the home is made uninhabitable by damage from any cause insured by this section we will pay for:</p> <ul style="list-style-type: none"> • rent which continues to be payable by you, • the reasonable extra cost of comparable alternative accommodation if you occupy the home, • the reasonable cost of temporary storage of furniture, • the reasonable extra cost of temporary accommodation for domestic pets, but only during the period necessary to reinstate the home to a habitable condition. <p>The work of reinstatement or repair must be done without delay.</p> <p>The most we will pay under this paragraph is 20% of the sum insured by this section.</p>	
<p>24. Replacement of locks.</p> <p>The cost of replacing and fitting outside door locks to the home if the keys of such locks are stolen.</p> <p>The most we will pay is €700.</p>	<p>The first €350 of each incident of loss or damage.</p>
<p>25. Tenant's liability.</p> <p>Your legal liability as tenant for loss or damage to the buildings caused by an event in paragraphs 1 to 14 and 17 of section A – Buildings.</p> <p>The most we will pay is 20% of the sum insured by this section.</p>	<p>Any loss or damage or amount shown as not insured under paragraphs 1 to 14 of Section A – Buildings.</p>

What is insured

The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.

26. Liability to domestic employees.

Any amounts which **you** or a member of your **family** become legally liable to pay as damages for **bodily injury** to your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by **you** or a member of your **family** in connection with your **premises** or any temporary residence within the Republic of Ireland.

The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000 (This includes all costs agreed by **us** in writing).

Where **we** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated above.

27. Liability to the public.

Any amounts which **you** or a member of your **household**:

- as occupier of the **premises** or any other building, boat or caravan used as temporary holiday accommodation,
- as private individuals anywhere in the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or Northern Ireland or elsewhere for 30 days, become legally liable to pay as compensation for an accident occurring during the period of insurance which causes **bodily injury** to any person or loss of or damage to property.

The most **we** will pay for any one claim or number of claims arising from one cause is €3,000,000 plus costs agreed by **us** in writing.

What is not insured

Liability for:

- **bodily injury** to any person in the course of their duties, where employed by **you** or a member of **your family**, for the purposes of providing care unless advised to **us** and confirmed in writing by **us**.
- **bodily injury** to any person employed by **you** or a member of your **family** for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,
- **bodily injury** to any member of your **family** or any other person permanently residing with **you**.

Liability arising directly or indirectly from:

- an agreement which imposes a liability which **you** or a member of your **household** would not otherwise have been under,
- ownership of any land or building,
- any business, profession or trade other than child minding service for up to 2 children or accommodation for up to 6 paying guests,
- racing, hunting or playing polo,
- any wilful, malicious, deliberate or reckless act
- the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused,

What is insured

The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.

What is not insured

- the transmission of any communicable disease, by **you** or a member of your **household**.

Liability arising directly or indirectly from the ownership or use of:

- aircraft (except toys and models),
- mechanically propelled vehicles including e-bikes and e-scooters (except domestic garden implements used within the boundary of the **premises**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland)

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations
- horses is not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye laws as made under the Control of Horses Act 1996 or amendments thereto.

What is insured <i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i>	What is not insured
	Liability for: <ul style="list-style-type: none"> • bodily injury to a member of your household or any other person permanently residing with you, or to a person under a contract of service or apprenticeship with you or a member of your family, • loss or damage to property owned or held in trust by or in the custody or control of you or a member of your household or any other person permanently residing with you, • the first €125 of each incident of loss or damage in respect of temporary holiday accommodation.
28. Fire brigade charges. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the contents in circumstances which have given rise to a valid claim under this policy. The most we will pay is €2,000 for buildings and/or contents .	
29. Christmas gifts. The sum insured by this section is automatically increased by 10% during the month of December only, to insure gifts and extra food and drink bought for the Christmas season.	
30. Wedding gifts. The sum insured by this section is automatically increased by 10% to insure wedding gifts during the period of one month before and one month after the wedding day of you or a member of your family .	Losses that can be recovered under another insurance.

What is insured

The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.

31. Extended accidental damage.

The **contents** are insured while in the **home** against any accidental damage in addition to the events under paragraphs 1 to 13 of this section.

What is not insured

Contents lost in the **home**.

Damage to clothing (including furs), hearing aids, contact lenses, **money**, stamps, coins or medals, food or drink.

Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.

Damage caused by or arising from:

- wear and tear or gradual deterioration
- gradually operating causes
- insects, parasites or vermin
- corrosion, fungus, mildew or rot
- atmospheric or climatic conditions, frost or the action of light
- alteration, repair, maintenance, restoration, dismantling, renovation or breakdown
- chewing, scratching, tearing or fouling by domestic pets belonging to **you** or a member of your **household**
- computer viruses
- any process of cleaning, drying, dyeing, heating or washing
- faulty design or workmanship or the use of faulty materials
- demolition, structural alteration or structural repair of the **buildings**
- damage caused by assembly or dismantling of the apparatus in respect of **Business Equipment**.

Any loss, damage or amount shown as not insured under paragraphs 1 to 13 of this section.

The first €350 of each incident of loss or damage.

What is insured	What is not insured
<p><i>The contents are insured while in the home against loss or damage caused by the events in paragraphs 1 to 11.</i></p> <p>32. Visitors Personal Effects Loss or damage to Personal Effects (meaning property normally worn, carried or used about the person in everyday life), belonging to visitors not more specifically insured by another policy. The most we will pay is €700.</p>	<p>Losses that can be recovered under another insurance. Property owned by paying guests</p>

Settling claims

We will pay the full cost of replacement as new or repair of the **contents** lost or damaged or at our option **we** will replace the **contents** or arrange for the repair work to be carried out. However, **we** will deduct an amount for wear and tear:

- for clothing, furs and linen
- for floor coverings more than 12 months old where a claim arises under paragraph 36, Extended accidental damage
- if at the time of the loss or damage the sum insured does not represent the full cost of replacement of the **contents** as new after allowing for deterioration of clothing, linen and furs.

We will not pay any cost relating to the replacement of or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

The most **we** will pay under paragraphs 1 to 13, 16, 19, 20 and 31 is the sum insured by this section, but see the limitations on pages 11-13 with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **valuable property**.

We will automatically reinstate the sum insured from the date of payment of any claim unless **we** give you written notice to the contrary before payment.

Index Linking

We will automatically uplift the sum insured in line with increases in the Household Durable Goods Section of the Consumer Price Index issued by the Central Statistics Office.

This adjustment will continue after any insured loss or damage if the repairs or reinstatement are carried out without delay.

We will not charge extra premium during the period of insurance but at the end of the period **we** will calculate the renewal premium on the revised sum insured.

Section C – Family Personal Accident

Meaning of Words

Insured person or insured people

You, your spouse/partner and your children up to the age of 16 who are all permanently living in the home.

Loss of limb

Total loss by physical separation at or above the wrist or ankle, or permanent total loss of use of an entire hand, arm, foot or leg.

Loss of sight

Total and irrecoverable loss of all sight of one or both eyes.

Permanent disability

Total inability to attend to any occupation or profession which, 52 weeks after the injury, is proved to our satisfaction to be permanent.

Other words with special meanings in this section are defined on pages 11 – 13.

Table of benefits

If physical injury is the only and direct cause of:	You or your spouse/partner	Child up to 16 years
A. Death	€6,500	€650
B. Loss of one or more limbs	€6,500	€6,500
C. Loss of sight	€6,500	€6,500
D. Permanent disability	€6,500	€6,500

The cover

What is insured	What is not insured
<p>We will pay the amount shown in the Table of Benefits if any of the insured people suffers physical injury anywhere within the geographical limits as a result of an accident during the period of insurance.</p> <ol style="list-style-type: none"> We will pay benefit only if death, permanent disability, loss of limb or loss of sight occurs within twelve months of the date of the accident. Only one benefit will be payable to each insured person for any one accident. Physical injury includes exposure resulting from an accident to any aircraft, vehicle or vessel, in or on which the insured person is travelling. We will pay the death benefit if an insured person disappears and after a reasonable time there is satisfactory evidence to presume that death as a result of physical injury as described above has occurred. <p>A full refund must be made if it is later found that death has not occurred.</p>	<p>This applies to paragraphs 1 to 3.</p> <p>Any insured person suffering physical injury while:</p> <ul style="list-style-type: none"> working as a professional entertainer, bus, coach or heavy lorry driver, farm labourer, window cleaner, removal contractor, demolition worker, steel erector, oil rig worker, trawlerman, diver, miner, quarryman working at heights in excess of 30 feet or depths 5 feet below ground level working with power-driven wood-working machinery a member of the Armed Forces or Gardai on duty as a member of the Merchant Navy or Fire Brigade. <p>Physical injury occurring while:</p> <ul style="list-style-type: none"> an insured person is motor-cycling, racing (except on foot), hunting or playing polo, mountaineering or pot-holing, parachuting, bungee-jumping or hang gliding or playing any sport professionally. an insured person is flying (except as a fare-paying passenger). Physical injury caused by an insured person being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury or self-exposure to unnecessary danger, being or having been pregnant, or taking part in riot, or civil, labour or political disturbance. <p>Any insured person aged 60 or over.</p>

Special conditions

You must notify **us** as soon as reasonably possible, and always within 30 days, of an accident likely to cause a claim.

We shall be entitled to call for:

- an examination by a medical referee appointed by **us** for a non-fatal injury,
- a post-mortem examination if death occurs.

Section D – ‘All Risks’

Meaning of Words

Words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of you or a member of your household and listed under any item number in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the Schedule shows that you have selected this section.</p>	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Losses of individual charms unless soldered to the bracelet.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.</p> <p>Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>

What is insured	What is not insured
<p>Item 1 – Unspecified Personal Possessions</p> <p>Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, prams and the like and other personal possessions normally worn or carried on the person and unspecified clothing (including furs).</p> <p>The most we will pay for any one article, set or collection is 33% of the sum insured by this Item or €1,275 whichever is the less.</p> <p>Special Automatic Cover:</p> <p>Provided cover is operative under section B – Contents, the Policy automatically includes cover under this item for unspecified personal possessions up to €1,500. The most we will pay for any one article, set or collection under this automatic cover is €650.</p> <p>Where you have selected additional cover, the most we will pay for any one article, set or collection is 33% of the combined sum insured under Item 1 or €1,275, whichever is the less.</p>	<p>Any article insurable under sections: E – Sports Equipment or F – Pedal Cycles.</p> <p>Money of any kind, contact lenses, dentures, camping equipment, guns or tools.</p> <p>Stealing of property from an unattended road vehicle unless the property is concealed within a glove compartment or locked boot and involves forcible and violent entry to the vehicle when securely locked.</p> <p>The first €100 of each incident of loss or damage.</p> <p>Mobile Phones.</p>
<p>Item 2 – Specified Items</p> <p>Specified items listed in the schedule.</p> <p>The most we will pay is the sum insured for the individual items.</p>	<p>The first €50 of each incident of loss or damage.</p>

Settling claims

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing and furs or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

Section E – Sports Equipment

Meaning of Words

Words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of you or a member of your household and listed under any item in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the schedule shows that you have selected this section.</p>	<p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Damage to guns by internal explosion.</p> <p>Sports equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p>Sports equipment and clothing for those sports shown in the schedule.</p> <p>The most we will pay is the sum insured for the individual items.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> • angling tackle while being used for shark or tunny fishing, • shuttlecocks and balls in play. • Damage while in use to cricket bats, squash, badminton and tennis rackets, racket strings, golf clubs or skiing equipment. <p>The first €50 of each incident of loss or damage.</p>

Settling claims

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

Section F – Pedal Cycles

Meaning of Words

Words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured	What is not insured
<p>The property all belonging to or the legal responsibility of you or a member of your household and listed under any item in this section is insured against accidental loss or damage anywhere in the geographical limits and elsewhere for 60 days in any one period of insurance if the schedule shows that you have selected this section.</p>	<p>This applies to all items of this section. Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p>
<p>Pedal cycles, including accessories, shown in the schedule.</p> <p>The most we will pay is the sum insured for the individual items.</p>	<p>Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time.</p> <p>Loss or damage while the pedal cycle is being used for racing, pacemaking or trials.</p> <p>Theft of a pedal cycle outside the home unless from a locked building or immobilised by a security device.</p> <p>The first €50 of each incident of loss or damage.</p>

Settling claims

We will pay the full cost of replacement as new or repair of the article lost or damaged or at our option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

Section G – Trailer Caravans

Meaning of Words

Words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured	What is not insured
<p>1. We insure the property shown in the schedule belonging to or the legal responsibility of you or a member of your household against accidental loss or damage while:</p> <ul style="list-style-type: none"> • in the Republic of Ireland and the United Kingdom including transit by sea, • in the continent of Europe for 60 days in any one period of insurance including transit by sea. 	<p>This applies to both Items of this section.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Loss or damage while the caravan:</p> <ul style="list-style-type: none"> • is let for hire or reward or used as a permanent residence, • is being used other than for social, domestic or pleasure purposes. <p>Loss or damage by storm or flood unless the caravan is anchored at each corner of the chassis by chains or wire hawsers to standard anchorage screws except:</p> <ul style="list-style-type: none"> • when the caravan is being towed or is temporarily detached during the course of a journey, • when the caravan is laid up at the Insured's permanent residence either under cover or otherwise reasonably protected from high winds. <p>Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.</p> <p>The first €50 of each incident of loss or damage.</p>

What is insured	What is not insured
<p>Item 1. The caravan and its equipment, including awnings, fixtures, fittings, furnishings and utensils, in or on the caravan.</p> <p>The most we will pay is the sum insured by this item.</p>	<p>Deeds, bonds, bills of exchange, securities, documents, manuscripts, stamps, coins, medals or money.</p>
<p>Item 2. Personal possessions while in the caravan or awning or in the vehicle towing the caravan.</p> <p>The most we will pay in total is the sum insured by this item.</p>	
<p>3. We will pay the reasonable cost of delivering the caravan after such repair to your home.</p>	
<p>4. We will pay the necessary cost of dismantling or removing the debris of the caravan if it is damaged by an event insured by this section.</p> <p>The most we will pay is 5% of the sum insured by paragraph 1, Item 1 of this section.</p>	
<p>5. Any amounts which you or a member of your household become legally liable to pay as compensation for an accident caused by, through, or in connection with, the caravan and its equipment, which results in bodily injury to a person or loss of or damage to property.</p> <p>The accident must occur during the period of insurance.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by us in writing.</p>	<p>Liability arising directly or indirectly from the ownership or use of any trailer caravan whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

Settling claims

Item 1

We will pay the cost of replacement or repair of the property lost or damaged, or at our option replace the property or arrange for the repair work to be carried out, after taking off an amount for wear and tear. If to our knowledge the property is the subject of a hire purchase or leasing agreement and you do not replace or repair the property that is lost or damaged **we** will make any payment to the owner. The owner's receipt will be a full and final discharge of our liability under this Item.

Underinsurance

If the sum insured on the caravan and its equipment at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear) you shall be considered as being your own insurer for the difference and **we** will pay only the proportion of the loss or damage which the sum insured bears to such cost.

Item 2

We will pay the full cost of replacement as new or repair of the property lost or damaged or at our option **we** will replace the property or arrange for repair work to be carried out.

However, **we** will take off an amount for wear and tear:

- for clothing and linen,
- if at the time of the loss or damage the sum insured does not represent the full cost of replacement of all the **property** insured as new after allowing for deterioration of clothing and linen,
- if you do not repair or replace the **property**.

Underinsurance

If the sum insured on personal possessions in the caravan or awning or in the vehicle towing the caravan at the time of the insured loss or damage is less than the cost of their replacement as new (after deduction for wear and tear in respect of clothing and linen) you shall be considered as being your own insurer for the difference and **we** will pay only that proportion of the loss or damage which the sum insured bears to such loss.

If it is necessary to make an allowance for wear and tear then the cost of replacement as new less the allowance for wear and tear will be compared with your actual sum insured. You will only be paid that proportion of the loss or damage which your sum insured bears to this cost of replacement.

Section H – Boats

Meaning of Words

Property

The craft and its equipment shown in the schedule and belonging to or the legal responsibility of you or a member of your family.

Other words with special meanings in this section are defined on pages 11 – 13.

The cover

What is insured	What is not insured
<p>1. The property is insured against accidental loss or damage while:</p> <ul style="list-style-type: none"> • ashore, • in transit or afloat on inland and coastal waters of the geographical limits or Europe. <p>Item 1 The craft, trolley, life-jackets, buoyancy aids and water-skis.</p> <p>Item 2 The outboard motor.</p> <p>Item 3 The trailer.</p>	<p>The excess shown in the Schedule for each incident of loss or damage (except total loss or damage of the craft).</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation, corrosion, rot, mildew, fungus, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Loss or damage while the property:</p> <ul style="list-style-type: none"> • is let for hire or reward, • is being used other than for social, domestic or pleasure purposes. <p>Stealing of gear and equipment unless entry or exit is made using violence and force or removal involves violence and force.</p> <p>Stealing of an outboard motor unless it is secured by an anti-theft device as well as its normal method of attachment.</p> <p>Stealing of a sailboard:</p> <ul style="list-style-type: none"> • from a car roof rack unless the sailboard is secured by an anti-theft device as well as its normal method of attachment, • unless entry or exit is made using violence and force or removal involves violence and force.

What is insured	What is not insured
	<p>Loss or damage while the craft is left unattended at anchor or afloat on moorings (except as agreed by us in writing).</p> <p>Loss or damage to propellers while in use on craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.</p>
<p>2. We will pay for all salvage charges and necessary expenses incurred in minimising or averting a claim under paragraph 1 of this section.</p>	
<p>3. Any amounts which you or a member of your family become legally liable to pay:</p> <ul style="list-style-type: none"> • as compensation for an accident causing bodily injury to a person of loss of or damage to property, • for the cost of any attempted or actual raising, removal or destruction of the wreck of the craft or any neglect or failure to do so. <p>The accident must occur during the period of insurance and arise from the ownership or use of the property by you or a member of your family.</p> <p>This paragraph applies equally to a person who, with your permission, is navigating or in charge of the craft or being towed on water-skis by the craft.</p> <p>The most we will pay for any one claim or number of claims arising from one cause is €1,300,000 plus costs agreed by us in writing.</p>	<p>Liability arising directly or indirectly from an agreement which imposes a liability which you or a member of your family would not otherwise have been under.</p> <p>Liability:</p> <ul style="list-style-type: none"> • for bodily injury to workmen or others whom you employ for any reason in connection with the property, • occurring while the property is in transit by road, • occurring while a person is being towed or is preparing to be towed by the craft in connection with paragliding, hang-gliding, water-skiing or ski-kiteing or similar sports or after the person has been towed until safely aboard the craft again. <p>Liability while the property:</p> <ul style="list-style-type: none"> • is let for hire or reward, • is being used other than for social, domestic or pleasure purposes. <p>Liability arising directly or indirectly from the ownership or use of vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</p>

Special conditions applying to all craft with outboard motors of over 17hp or inboard machinery with a design speed of over 32kph.

When the craft is underway you or another competent person must be on board and in control. Any trailer left unattended must be immobilised or fitted with an anti-theft device.

The craft must not be used in an official race or speed test.

If the craft has inboard machinery there is no insurance under this section for fire or explosion or liability resulting from them unless the craft is equipped with either an automatic or a remote controlled fire extinguisher with discharge head in the engine compartment which is properly installed and maintained in efficient working order.

Settling claims

We will pay the cost of replacement or repair of the **property** lost or damaged including associated necessary expenses but **we** may at our option replace or repair the **property** that is lost or damaged.

If **we** take this option:

- **you** shall send **us** when required all such plans, specifications and information as **we** may deem necessary,
- **we** will replace or repair the **property** in a reasonable manner even though it may not be restored exactly to its former appearance and condition.

The most **we** will pay:

- for sails or protective covers that are more than three years old is two thirds of the replacement cost,
- for outboard motors is the sum insured by Item 2 of this section or the market value at the time of the loss or damage whichever is the less,
- under paragraph 1 is the sum insured in respect of each Item of this section.

Section I – Family Legal Protection

Meaning of Words

Events

The incident or transaction, or series of incidents or transactions which may lead to a claim being made under this section. In employment disputes arising from a dismissal the event shall mean the effective date of termination of employment in respect of unfair, wrongful or constructive dismissal proceedings. A series of incidents or transactions linked by cause or time shall be deemed to be one event. The most we will pay for any one claim or number of claims under any part of this Section arising from one **event** is €65,000.

Insured person

You or a member of your **family**.

Family

Your spouse or partner and children under 23 years of age all permanently living in the **home**.

Legal costs and expenses: The legal fees and costs of **legal proceedings** incurred by an **insured person**.

- Reasonable and proper payments made by the solicitor arising from legal proceedings on behalf of an insured person.
- Costs of any civil proceedings incurred by another person for which an insured person may be made liable by court or may pay with our consent which are not recoverable elsewhere.

Legal proceedings

Pursuit or defence of civil litigation, tribunal or arbitration proceedings or appeals arising from them in respect of any matter described as insured under the Section which are subject to the jurisdiction of a Court of Law within the **geographical limits**. The pursuit or defence as appropriate must be approved in advance by **us** and be for damages, specific performance or injunction.

Solicitor

The solicitor or firm of solicitors or any other suitably qualified person, firm or company nominated to act for an **insured person** (See condition 14).

Geographical Limits

Europe and those other countries bordering the Mediterranean Sea.

Other words with special meanings in this section are defined on pages 11 – 13.

What is insured

1. **Legal costs and expenses of legal proceedings** in order to pursue a claim directly arising from one of the following **events** which occurs within the period of insurance and within the **geographical limits**:
 - the death or personal injury of an **insured person** or loss or damage to his or her personal effects,
 - physical damage to an **insured person's** permanent place of residence.

What is not insured

Appeals unless the **insured person** notifies **us** in writing of his or her wish to appeal at least six working days before the deadline for giving notice of appeal expires, and **we** consider the appeal to have a reasonable chance of success.

Legal costs and expenses incurred:

- before **we** have written to confirm, acceptance of a claim,
- where the **insured person** moves permanent residence outside the Republic of Ireland,
- abroad by the **solicitor** in the Republic of Ireland.

Legal costs and expenses greater than **we** have approved.

Legal costs and expenses, fines or other penalties which a Court of Criminal Jurisdiction orders an **insured person** to pay.

Claims made or considered against **us**.

Claims made by **insured persons**:

- against **you**.
- amongst themselves.

Claims directly or indirectly caused by, contributed to, or arising from:

- an **insured person's** business, profession or trade unless the claim relates to the breach of his or her contract of employment in relation to unfair dismissal,
- contracts of employment in respect of Company Directors,
- shares in a limited Company or a share in the partnership of a firm,
- any venture for gain,
- deliberate or criminal act or omission of an **insured person**,
- any work carried out in, on, or for the benefit of land or **buildings** other than the insured person's permanent place of residence,

What is insured

What is not insured

- the planning or the construction or structural alteration of **buildings** or parts of them,
- **subsidence**, mining or quarrying,
- patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements,
- libel or slander,
- rent registration, rent reviews, leasehold enfranchisement or any matters which in the first instance fall within the jurisdiction of rent, rates or land tribunals or any appeals relating thereto,
- lease or tenancy disputes concerning a flat in a building containing more than four flats,
- divorce, matrimonial matters, cohabitation, inheritance or **family** disputes,
- planning including town and country planning,
- any works by or under the order of any government or public or local authority,
- any mechanically propelled vehicle whether on land, sea or in the air, owned, driven or used by the insured person, or for which he or she is legally responsible, including any caravan or trailer whilst it is attached to a motor vehicle. This shall not apply to death or personal injury to an insured person or loss or damage to his or her personal goods where he or she is a passenger in such vehicle,
- the insured person's participation in motor racing, rallying, reliability trials, pacemaking, speed testing or for any purpose in connection with the motor trade.

The insured person's travelling expenses, subsistence allowances or compensation for absence from work.

What is insured	What is not insured
	<p>Any legal costs and expenses more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim.</p> <p>Legal fees and costs of an expert witness, unless we have agreed in advance to the calling of the witness.</p> <p>Legal costs and expenses incurred if an insured person withdraws instructions from the solicitor or from the legal proceedings.</p> <p>Legal costs and expenses if we are not satisfied that the insured person has sufficient assets to meet any judgement.</p> <p>Applications for a judicial review. Any claim arising under the Anti Discrimination Pay Act 1974 and amending legislation</p>
<p>2. Legal costs and expenses of legal proceedings arising directly from the following events which occur within the period of insurance and within the geographical limits in order to pursue or defend the contractual rights or duties of an insured person arising out of a contract:</p> <ul style="list-style-type: none"> • for the purchase or hire of goods or services for the private use of an insured person. This includes the purchase of an insured person's permanent place of residence, • where the insured person rents, as a tenant, his or her permanent place of residence, • for the sale of privately owned goods by an insured person, including the sale of the insured person's permanent place of residence, • of employment entered into by an insured person but only in respect of unfair dismissal. 	

What is insured	What is not insured
<p>At least €125 must be in dispute and the event must first occur at least 90 days after the insurance started except in respect of contracts entered into after the first period of insurance has started.</p>	
<p>3. Legal costs and expenses of legal proceedings in order to pursue or defend a claim directly arising from the following event which occurs within the period of insurance and within the geographical limits:</p> <ul style="list-style-type: none"> • an infringement of an insured person's legal rights arising from his or her ownership or occupation of their permanent place of residence. The event must first occur at least 90 days after the first period of insurance has started and the alleged infringement must not have been known or anticipated by the insured person. 	

Conditions

1. An insured person must tell **us** in writing as soon as reasonably possible and within 180 days in any event, about any matter which may result in a claim being made under this section. A failure to comply could result in your claim being refused, where **we** are prejudiced.
2. If, after receiving a claim **we** decide that:
 - the **insured person's** prospects of success in **legal proceedings** are insufficient,
 - the interests of the **insured person** would be better served by another course of action,
 - **we** cannot agree to the claim.

We will write to the **insured person** giving our reasons. Subject to the rest of this condition, **we** will not then be bound to pay any **legal costs and expenses** for this claim.

If the **insured person** is not satisfied with our decision the dispute must be resolved in accordance with condition 12.

3. An insured person must:
 - give proper instructions,
 - provide information at his/her expense,
 - not do anything to prejudice his/her case.
4. If any person is ordered, or agrees, to pay an insured person all or any legal costs and expenses, charges or compensation either in full or by instalments, the insured person will do everything possible (subject to our directions) to recover the **money** and hold it on our behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed, to pay by way of costs.
5. **We** will not be bound by any promise or undertaking given by an insured person to the solicitor unless **we** agree in advance and confirm this in writing.
6. An insured person will send **us** all bills for legal costs and expenses immediately on receiving them.
7. **We** will have direct access to the solicitor at all times. The insured person will instruct the solicitor to send **us** immediately any relevant documents, information or advice. The insured person will give the solicitor any other instructions that the solicitor or **we** may reasonably require.
8. The insured person or the solicitor will notify **us** immediately in writing before acceptance of the making of any offer or payment into court with a view to settlement. If the insured person does not accept this offer or payment and **we** consider that the outcome of the case will be equally or less favourable to the insured person than the offer or payment, **we** shall only be liable for any further legal costs and expenses after the offer or payment was made if **we** have given our authority for the case to continue.

9. If an insured person is unsuccessful in legal proceedings, he or she may not take further legal action in the same case at our expense without prior written permission.
10. If **we** request it, an insured person must require the solicitor to send his bill to be examined or certified by the Incorporated Law Society of Ireland or any other appropriate body.
11. **We** have the right to cancel this section by giving 14 days notice in writing by registered letter to your last known address and return to you the amount of premium in respect of the unexpired period of insurance.
12. If there is a dispute under this section it will be referred to an arbitrator in accordance with the law at the time. The arbitrator will be a solicitor or barrister jointly agreed by the insured person and **us**. The arbitrator's decision will be final and will be accepted by the insured person and **us**.
13. The cover under this section is operative only in respect of actions which can be brought in a Court of Law within the **geographical limits**.
14. The **insured person** reserves the right to appoint a solicitor of their own choosing.

In the meantime **we** may appoint a solicitor to act on behalf of the **insured person** to safeguard his or her interests.

If the **insured person** dies **we** will insure his or her legal personal representatives to pursue claims covered by this section arising from that death provided they keep to the terms of this section.

Making a claim

1. To make a claim use the Family Legal Claims telephone number (01) 207 3035 and give details of your claim. **You** will be required to complete a claim form.
2. If the claim is accepted **we** will write to confirm this. The **insured person** reserves the right to appoint a solicitor of their own choosing.
3. **We** may investigate the case and, subject to the final approval of the **insured person** (which will not be unreasonably withheld), try to settle it if involving a matter being defended by **you**.
4. The **insured person** must co-operate with **us** and keep **us** informed of all important developments.
5. The administrator of this scheme on our behalf is MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A. trading as MAPFRE ASISTENCIA Agency Ireland. Reg No 903874.
6. All letters to **us** must be sent to MAPFRE ASISTENCIA, Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. Our letters will be sent to the address shown on the schedule or, if **we** accept the claim, to the address of the **solicitor**.

Policy Conditions

These conditions apply to all Sections of this Policy.

In the following conditions **you** also includes any other person insured under the Policy.

1. Protection of Property and Prevention of Accidents

You will take all reasonable steps to protect the **property** and prevent accidents or legal disputes.

2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim"), **we** shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **we** need not return any of the premiums paid under the Policy.

3. Cancellation

- (a) **We** have the right to cancel the Policy or any section or part of it by giving 14 days notice in writing by registered letter to your last known address and return to **you** the amount of premium in respect of the unexpired period of insurance.
- (b) **You** have the right to cancel the Policy or any section or part of it by giving **us** notice in writing. **We** will return to **you** the amount of premium in respect of the unexpired period of insurance. However, no return of premium will be allowed if **you** have made a claim during the current period of insurance. No administration charge will be applied if **you** give notice in writing of your intention to cancel the Policy within 14 working days from the date the Policy is concluded (the "Cooling-Off Period"). If **you** cancel the Policy during the first period of insurance outside of the Cooling-Off Period, **we** will deduct an administration charge from any return of premium.

4. Arbitration

If there is a dispute arising out of this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

5. Liability Following Death

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

6. Change in Circumstances

You must tell us immediately of any changes to:

- change of name, address or occupation
- change to the use or occupancy of the insured premises
- changes or additions to the structure of the insured property (e.g. the use of any non-standard building materials or deterioration of the condition of the property) or any plans to make changes to the insured property
- any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by you
- if there are any criminal offences that you or others residing with you have been cautioned for, convicted of, or charged but not yet tried for
- any changes to:
 - (i) the information provided and recorded in any Statement of Fact issued to you; and/or
 - (ii) the information provided in any Proposal Form or otherwise in response to specific questions asked by us; and/or
 - (iii) the declarations made by or on behalf of you; and/or
 - (iv) any additional information voluntarily provided.

When you notify us about a change as above, or if you otherwise become aware of any such change, as referenced above, we may reassess the premium chargeable and Policy cover more generally.

We may refuse a claim made by you where there has been a change in the subject matter of the Policy which results in a new risk which we did not agree to cover and which was beyond the reasonable contemplation of us and you when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

7. Claims

Upon learning of any circumstances which may give rise to a claim you must:

- tell us as soon as reasonably possible but immediately if there is riot damage,
- give us all the help and information that we may reasonably require,
- immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot or civil, labour or political disturbance, immediately send to us any writ or summons or other communication you receive,
- give full details within 30 days of the incident together with any supporting evidence that we require.

8. Credit Cards

You must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.

9. Salvage

We have the right to the salvage of any insured **property**.

10. Abandonment of Property

You may not, without our consent, abandon any **property** to us.

11. Negotiation or Settlement of Claims

You must not admit, deny, negotiate or settle a claim or dispute without our written consent.

12. Subrogation

Subject to Condition 22 below, **we** are entitled to:

- take the benefit of your rights against another person before or after **we** have paid a claim,
- take over the defence or settlement of a claim against **you** by another person.

13. Other Insurances

If at the time of a claim there is any other policy covering anything insured by this Policy (except as provided under section C) **we** will be liable only for our proportionate share.

14. Excess

Where any single event, being a single incident or transaction, or a series of incidents or transactions linked by cause or time, results in a claim under more than one section of the Policy, the highest **excess** only will apply.

15. Insurance Act 1936

All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

16. Instalment Defaults

Where **we** have agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

17. Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of the Stamp Duties Consolidation Act, 1999.

18. Premium Alterations

If an alteration to the policy results in an additional premium due to **the Insurer** or a refund premium due to the Insured, **we** will only charge or refund such premium provided the amount involved is greater than or equal to €10.

19. Let Properties

If the property is let, there must be a tenancy agreement in place between **you** and the tenant directly for a minimum tenancy term of 12 months.

20. (1) **Pre-contractual Representations**

You acknowledge and accept the following:

- (a) **you** have a legal duty prior to entering into this Policy and/or prior to the renewal of this Policy to provide responses to questions asked by **us** in relation to the risk(s) to be insured.
- (b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- (c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- (d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf is provided honestly and with reasonable care.

(2) **Remedies for Misrepresentation**

- (a) The term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - (i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;
 - (iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
 - (i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
 - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on your behalf involves a fraudulent misrepresentation, or where any conduct by **you** or on your behalf (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

21. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) **you** breach any such term; and
- (b) during the period of breach **you** suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, we will have no liability for the loss.

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

22. Subrogation Limits

For the purposes of this condition only, the expression “insured person” shall mean **you** and any other person entitled to be indemnified under this Policy.

This clause applies where **we** have the right to be subrogated to the insured person’s rights against some other person but the insured person has not exercised those rights and might reasonably be expected not to exercise those rights because the insured person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the insured person, **we** do not have the right to be subrogated to the insured person’s rights against that other person. Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise our right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

Policy Exceptions

These exceptions apply to all Sections of this Policy.

The Policy does not cover:

1. any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup,
2. loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
3. any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
4. consequential loss of any kind or description incurred by **you** or any member of your **household**,
5. the cost of maintenance or normal redecoration,
6. loss or damage caused by wear and tear or gradual deterioration,
7. any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage which is otherwise covered by the Policy is nevertheless insured.
8. Terrorism Exclusion Endorsement

The Policy does not cover any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political 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 loss, damage, liability, 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 any act of terrorism.

If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

9. Any expense, cost, consequential loss, liability or loss of or damage caused by, or directly or indirectly arising from or in connection with:
- the loss of, alteration of or damage to or;
 - a reduction in the functionality, availability of or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer 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.
10. **We** will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

Other Clauses

Operative only if indicated in the schedule

Clause HP51 – Security Alarm Clause

It is a condition precedent to any liability of the Company in respect of stealing or attempted stealing that an intruder alarm system approved to EN50131 or IS199 Standard is fitted providing protections to all external doors and accessible windows. The intruder alarm system must be maintained in efficient working order.

You have agreed that:

1. The intruder alarm system approved by **us** will be put into full and effective operation whenever the **home** is left unattended.
2. The combination for the intruder alarm keypad will be:
 - changed from that set by the manufacturer,
 - not displayed adjacent to the control box,
 - changed if it becomes known to an unauthorised person.
3. The keys of the intruder alarm system will be removed:
 - from the **home** whenever the **home** is left unattended,
 - from the controls when the system is in operation.

If **you** do not comply with requirements 1, 2 and 3, **we** will not pay the first €500 of each such incident of loss or damage by stealing or attempted stealing.

Clause HH141 – Security Locks Clause

It is a condition precedent to any liability of the Company in respect of stealing or attempted stealing that:

1. All external doors are fitted with a 5 lever mortise deadlock and/or a deadlocking night latch,
2. Sliding patio doors are fitted with a key operated security lock,
3. All accessible windows are fitted with a key operated lock or other effective locking mechanism.

Clause HP84 – Fire Cover only

You are only covered for fire, lightning, explosion and earthquake until the **home** is permanently occupied.

Clause HH124

Paragraph 16 of Section A buildings and Paragraph 27 of Section B Contents are extended to permit **you** to let the **home** to a family.

Clause HH125

Paragraph 16 of Section A buildings and Paragraph 27 of Section B Contents are extended to permit **you** to let the **home** to a couple.

Clause HH126

Paragraph 16 of Section A buildings and Paragraph 27 of Section B Contents are extended to permit **you** to let the **home** to a tenant.

Clause HH152 Voluntary Excess

In accordance with the Voluntary **Excess** option that **you** have selected, **we** confirm that the standard Policy **Excesses** of €350 and €50 are increased to €500 wherever they appear in the Policy.

Where **we** have imposed an increased **excess**, this voluntary **excess** will be in addition to the imposed **excess**.

Clause HH153 Voluntary Excess

In accordance with the Voluntary **Excess** option that **you** have selected, **we** confirm that the standard Policy **Excesses** of €500, €350 and €50 are increased to €1,000 wherever they appear in the Policy.

Where **we** have imposed an increased **excess**, this voluntary **excess** will be in addition to the imposed **excess**.

Complaints Procedure

We care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please contact KBC or Zurich at KBC, PO Box 79, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, **you** should write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may wish to contact:

- (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.
- (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
- (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich Insurance plc ('Zurich', '**we**', '**our**', '**us**') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, '**you**' or '**your**' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of **our** business activities, **we** will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in **our** Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, **we** may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.

- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** may also, in certain cases, receive sensitive information from which it may be possible to infer **your** trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to **your** claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see **our** Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer **our** relationship with **you**, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil **our** contract with **you**/comply with **our** legal obligations.

Note: If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of **our** Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if **you** engage with **us** through a third party, for example through a broker or, in the case of a group scheme, through **your** employer. **We** may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil **our** contract with **you** and comply with **our** legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about **you** with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check **your** details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
 - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
 - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
 - the Companies Registration Office

The above list is not intended to be exhaustive (please see **our** Privacy Policy for more information).

In addition, **we** may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect **our** legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share **your** Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** in carrying out business activities which are in **our** legitimate business interests and where such interests are not overridden by **your** interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for **you**.

- In order to comply with **our** legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of **our** or **our** Group's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see **our** Privacy Policy at www.zurich.ie/privacy-policy.

In addition, information about claims (whether by **our** customers or third-parties) is collected by **us** when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and **your** previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact us at the address below.

Finally, where **you** have consented to **our** doing so, **we** may share information that you provide to companies within the Group and with other companies that **we** establish commercial links with so **we** and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** believe will be of interest to you.

Data Retention

The time periods for which **we** retain **your** Data depend on the purposes for which **we** use it. **We** will keep **your** Data for no longer than is required or legally permitted. Please see **our** Data Retention Policy at www.zurich.ie/privacy-policy.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. **your** policy of insurance);
2. Based on **your** explicit consent – which **you** may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where **we** base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put **your** point of view and circumstances forward.

Data subject rights

You have the following rights in relation to **your** Data which is held by **us**:

1. To ask for details of **your** Data held by **us**.
2. To ask for a copy of **your** Data.
3. To have any inaccurate or misleading Data rectified.
4. To have **your** Data erased.
5. To restrict the processing of **your** Data in certain circumstances.
6. To object to the processing of **your** Data.
7. To transfer **your** Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of **your** Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of **your** rights in this regard a request must be submitted in writing to **our** Data Protection Officer (see contact details below). In order to protect **your** privacy, **you** may be asked to provide suitable proof of identification before **we** can process **your** request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information **you** need to understand how **your** Data is used by **us** and should be reviewed in conjunction with **our** Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If **you** have any questions about **your** Data, **you** can contact **our** Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- dataprotectionofficer@zurich.ie
- Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.

**Contact
KBC on:
1890 37 38 39**

**Talk to us
today**

KBC Bank Ireland has an exclusive agency agreement with Zurich Insurance plc for the provision of Home Insurance. KBC Home Insurance products are underwritten, administered and provided by Zurich Insurance plc. KBC Bank Ireland plc is regulated by the Central Bank of Ireland. Zurich Insurance plc is regulated by the Central Bank of Ireland.

