

Home
insurance

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insurance

Policy booklet



One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. This Home Insurance Policy is underwritten by Aviva Insurance Ireland DAC.

Please read your Policy Schedule and in particular the General Conditions and Exceptions. If you have any queries, please let An Post Insurance know.



An Post Insurance Home Insurance is arranged by An Post Insurance, it is underwritten by Aviva Insurance Ireland DAC.

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. Registered in Ireland No 452399. Registered office: GPO, O'Connell Street, Dublin 1, D01 F5P2.

An Post Insurance Home policy index

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Property Claims Service

1800 147 147 anytime, any day

If you have experienced a problem that may result in a claim, call the emergency service and, if necessary, the police. Make sure to phone our Property Claims Service on **1800 147 147** as soon as you can for help and guidance with your claim.

A dedicated specialist will take details of the damage or loss. There are no forms to fill and some types of claims are settled over the phone.

If we need to assess the damage or loss, we will make an appointment for a loss adjuster to visit you.

Introduction

Your policy and schedule

Here is your new An Post Insurance Home policy and schedule containing full details of the insurance we are providing. The schedule sets out details of the cover you have chosen.

You should also read the Terms of Business of your agent, An Post Insurance, in relation to its terms and conditions (including any charges it may impose from time to time) which apply in addition to the terms and conditions outlined in this policy.

Please read this policy and schedule carefully to make sure that you have the cover you need.

Cooling off period

You have the right to cancel your policy in the 14 working days after:

- the start of the policy; or
- the day on which you receive your policy documents

whichever is later.

You need to let us know, quoting your policy number, so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance.

An Post Insurance Home policy

This policy is a contract of insurance between you and us.

This policy booklet, together with the information you have provided and your schedule of insurance, form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC).

In return for your premium, we will provide the cover shown in the schedule during the period of insurance.

Details on our claims settlement process are outlined in the 'How we settle claims' section of this policy.

The law which applies to this contract

Under the relevant European and Irish law, the insurer and the customer may choose the law which applies to the contract. We propose that Irish law will apply. This insurance is provided by Aviva Insurance Ireland DAC.

Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. Please contact the Customer Service Manager, An Post Insurance, PO Box 1, Athlone, Co. Westmeath. Phone: 0818 22 22 22.

If the complaint is not resolved to your satisfaction, please contact: Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, D18 W2P5

or you can contact the following:

- **Insurance Ireland's Insurance Information Service** at First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.

Phone: 01 676 1820

Fax: 01 676 1943

E-mail: iis@insuranceireland.eu

Website: www.insuranceireland.eu

- **The Financial Services and Pensions Ombudsman** at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000

E-mail: info@fspo.ie

You will not lose your right to take legal action if you contact either of the above.

Special notes

Mid-term alterations

If you make an alteration to/cancel your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

Insurance Act 1936, Section 93

All money paid by us under this policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

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

Definitions

Wherever the following words or phrases appear in the policy documentation, they will have the meanings given below.

Bodily injury

Injury resulting directly from an accident caused suddenly by violent and visible means.

Buildings

Your home and its fixtures and fittings, interior decorations, swimming pools (but not outdoor spas and hot tubs), fuel, septic and service tanks, terraces, patios, decks, paths, driveways, tennis courts, walls, fences and gates for which you are legally responsible, all within the boundary of your home.

Caravan (section 3)

Your caravan or mobile home including fixtures, fittings, furniture, furnishings and utensils in or attached to it and used for social, domestic and pleasure purposes only.

Contents

Household goods, personal belongings and valuables, including personal money up to the limit shown in the schedule; within your home which you or any member of your household own or for which you are responsible.

The most we will pay for Contents in your domestic outbuildings is shown in your schedule.

Contents does not include:

- **documents or securities (stocks and shares) valued at more than €400 in total;**
- **medals or coins;**
- **caravans, watercraft, motor vehicles (including ride-on lawnmowers) or trailers or parts or accessories for any of them;**
- **any living creature or plants, trees or shrubs;**
- **property used or kept for business, trade or professional purposes;**
- **property more specifically insured;**
- **dentures; or**

- **unmanned aerial vehicles (UAVs), drones or radio controlled aircraft.**

Credit and debit cards

Credit, charge, cheque, debit, bankers' or cash-dispenser cards.

Endorsement

Changes to the terms of your policy that are shown in your schedule.

Excess

The amount you must pay towards certain claims. This is shown in your schedule.

Home

Your private house and its outbuildings (including those built of timber, up to €3,000 in value) or apartment at the address shown in your schedule, all of which are used only for domestic purposes.

Household

You and anyone else who lives permanently with you at your home. Excluding; paying guests or tenants.

An Post Insurance

Your insurance agent.

Period of insurance

The period shown in the schedule.

Personal belongings

Luggage, clothing, sports, musical and photographic equipment and other items that you normally wear or carry with you.

Personal money

Cash, currency notes, banknotes, current postage stamps, cheques, postal and money orders, National Insurance stamps, Savings Stamps and Certificates, other trading stamps, travel tickets and traveller's cheques, gift or book tokens, and credit notes.

Schedule

The document which gives details of the cover you have.

Sum insured

The amount shown in your schedule as the most that we will pay for claims resulting from one incident.

Unoccupied

Not permanently lived in by a member of your household or any other person who has your permission.

Unfurnished

Does not contain enough furniture for normal living.

Valuables

Jewellery, furs, items of precious metals, pictures and works of art. Unless we say otherwise, the most we will pay for valuables is one third of the contents sum insured in total and €2,600 or 5% of the contents sum insured (whichever is more) for any single item.

We, us and our

Aviva Insurance Ireland DAC.

You and your

The person named as policyholder in the schedule.

Section 1 - Buildings and contents

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for loss or damage to your buildings and contents in your home caused by the following.

1 Fire, explosion, lightning, earthquake

2 Smoke

3 Storm or flood

4 Falling trees or branches

5 Falling aerials, masts, satellite dishes or security cameras, including damage to these.

6 Impact by an aircraft or other flying object, road or rail vehicle (or anything falling from them) or animals (not including domestic pets).

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule or for loss or damage:

-
- which happens gradually;
-
- due to frost;
 - caused by water entering your home due to wear, tear or deterioration;
 - to fences, gates or decks;
 - to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age;
-
- to trees or the cost of removing fallen trees or branches;
 - caused by tree felling or lopping operations;
-
- to aerials or masts over 15 metres high (unless we agree otherwise) - the most we will pay for loss or damage to aerials, masts, satellite dishes or security cameras is shown in your schedule;
-
- to contents unless the buildings are damaged by the same cause.

Section 1 - Buildings and contents (continued)

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for loss or damage to your buildings and contents in your home caused by the following.

- 7 Subsidence, heave or landslip** of the land on which your home stands.

- 8 Leaking or overflowing of water or oil** from within any plumbing, heating or drainage system or fixed domestic appliance.

Trace and access - we will pay the amount shown in your schedule to find the source of any oil or water leak causing damage which is covered by this event.

Loss of oil - we will also pay the amount shown in your schedule to replace oil lost as a result of these events.

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule or for loss or damage:

- caused by normal settlement or shrinkage or by made-up ground moving, coastal or river erosion (wearing away), inadequate foundations, demolition, construction, or structural repair or alteration;
- caused by using faulty and/or unsuitable material(s), faulty and/or unsuitable design or poor workmanship;
- to walls, fences, gates, decks, footpaths, driveways, terraces, patios, tennis courts, and swimming pools, unless your home is damaged at the same time and by the same cause;
- if any of the property on the site has previously been damaged by land moving and you have not told us about it;
- to solid floors unless the foundations beneath the outside walls of your home are damaged at the same time and by the same cause;
- while your home is unfurnished or unoccupied for more than 60 days in a row;
- caused by wear and tear or deterioration;
- to walls or wall tiles caused by water from shower units;
- to the component or appliance from which water leaks (unless caused by freezing);
- caused by the leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings.

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for loss or damage to your buildings and contents in your home caused by the following.

9 Theft or attempted theft

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule or for loss or damage:

10 Riot, civil unrest, strikes, labour or political disturbances, vandalism or malicious acts

11 Breakage of glass

Accidental breakage of sanitaryware and fixed glass in windows, doors, solar panels, plate-glass tops and fixed glass in furniture, glass shelves, ceramic hobs and mirrors.

The most we will pay for ceramic hobs or glass oven doors is shown in your schedule.

- while your home is unfurnished or unoccupied for more than 60 days in a row;
- to money or stamps unless force and violence are used to get into or out of the buildings;
- while any part of the buildings are let, sublet, occupied by paying guests or used for business or professional purposes unless force and violence are used to get into or out of the buildings;
- not reported to the police;
- where the theft is carried out, or attempted, by any person(s) lawfully on the premises.
- to boundary walls, fences, gates, decks, footpaths, driveways, terraces, tennis courts, patios, and swimming pools;
- while your home is unfurnished or unoccupied for more than 60 days in a row;
- caused by a person legally on the premises;
- to hand mirrors;
- while your home is unfurnished or unoccupied for more than 60 days in a row;
- to any item damaged or cracked before this insurance began;
- caused by any process of repair, replacement or alteration.
- as a result of tree root action,

12 Service pipes and cables

Accidental damage to service pipes, cables and underground tanks which service your home and for which you are responsible.

Section 1 - Buildings and contents (continued)

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following.

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule or for loss or damage:

13 Domestic employees' belongings

Loss or damage caused by any of the events 1 to 10 to the clothing and personal belongings of any of your domestic employees in your home or while with you or your family temporarily in any other house.

- to money and stamps;
- to items more specifically insured;

14 Contents temporarily removed

Loss or damage caused by any of the events 1 to 10 while your contents are temporarily removed from your home to anywhere in Ireland or elsewhere in Europe. However, we will only insure against theft or attempted theft when your contents are:

- in any bank safe deposit or private house which is lived in;
- in any building where you or any household member lives, or is employed, or carrying on business;
- being taken to or from any bank or safe deposit by you, a household member or authorised employee.

The most we will pay is 20% of your contents sum insured.

- to any property at, or while being transported to or from, an exhibition, furniture store or sale room;
- caused by storm or flood to property being transported;
- by theft or attempted theft of money and stamps from any building if force is not used to get into or out of the property;
- by accidental damage;

15 Insurance for contents during household removal

Loss or damage to your contents while they are being moved by professional removal contractors between your home and your new permanent home in the Republic of Ireland or Northern Ireland.

- to contents in storage away from the removal vehicle;
- for which you can claim from any other source;
- caused by cracking, scratching or breaking of glassware, china, pottery, porcelain, terracotta or other brittle items unless they have been packed for removal by professional packers.

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following.

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule or for loss or damage:

16 Death benefit

- (a) We will pay the amount shown in your schedule if you or your domestic partner die within three months of an injury received in your home caused by a fire, violence related to a theft or an accident.
- (b) If your pet dog or cat is killed as a direct result of a fire or theft involving forced entry for which you are entitled to claim under this policy, we will pay the amount shown in your schedule in compensation. Your dog must be licensed and we may need proof of purchase or pedigree.

You will not have to pay an excess under this section.

17 Replacing door locks

If the keys to the locks of outside doors, alarm systems or domestic safes at your home are stolen during a break-in at your home, or an assault on a member of your household, we will pay the cost of replacing the locks up to the limit shown in your schedule and you will not have to pay an excess under this section.

- to locks on domestic outbuildings;

18 Jury service

We will pay the daily benefit shown in your schedule for each day or part of a day that you or your partner go to court for jury service. A claim under this section will not affect your no-claim bonus and you will not have to pay an excess under this section.

Section 1 - Buildings and contents (continued)

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following.

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule.

19 Visitors' belongings

Loss or damage (including accidental damage if this applies) caused by any of the events 1 to 10 to your visitors' personal belongings while temporarily in your home. We will pay up to the limit shown in your schedule and you will not have to pay an excess under this section.

20 Credit and debit cards

If you or any family member living permanently with you become legally liable for costs following the loss of your credit or debit cards, we will pay these costs up to the amount shown in your schedule. This cover applies in Europe and for 30 days in any period of insurance anywhere in the world.

We will not pay for any legal liability:

- more specifically insured under any other policy;
- resulting from a lost card which you did not report to the police and the organisation which gave you the card within 24 hours of discovering the loss;
- which happens if you break the conditions of the organisation which gave you the card;
- if anyone related to you uses your card fraudulently.

You will not have to pay an excess under this section.

21 Alternative accommodation

If the buildings cannot be lived in because of any of the events 1 to 10, we will pay for; any loss of rent, or, other reasonable expense(s) you have to pay for similar accommodation, including putting pets in kennels, but only for the time needed to make your home fit to live in.

We will not pay more than 15% of the buildings and contents sums insured.

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following.

22 Architects', surveyors', legal and other fees and associated costs

We will pay, within the sum insured on buildings, following damage by an insured event:

- architects', surveyors' and legal fees;
- the cost of shoring up, demolishing or dismantling any part of the buildings, and removing debris; and
- the extra cost of meeting current building regulations relating to that damage.

All payments made under this section are subject to prior approval by us.

23 Contents in the open

We will cover loss or damage caused by an insured event (other than accidental damage) to contents, up to the amount shown in your schedule, while **temporarily** in the open and within the boundary of your home.

24 Frozen food – food in a domestic freezer at your home

We will cover loss or damage to frozen food caused by a rise or fall in temperature, refrigerant leaking or refrigerant fumes.

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule.

We will not pay for fees of Public Loss Assessors and/or fees associated with the preparation or presentation of any claim.

We will not pay for loss or damage:

- to bicycles;
- when the buildings are unfurnished or unoccupied for more than 60 days in a row;

You will not have to pay an excess under this section.

We will not pay for loss or damage caused by:

- (a) any deliberate act or neglect;
- (b) an electricity company withholding or restricting the supply;
- (c) labour or political disturbances or strikes.

Section 1 - Buildings and contents (continued)

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following.

Exclusions

(See also the general policy exclusions on page 23.)

We will not pay for the excess shown in your schedule.

25 Public and personal liabilities

We will cover your legal liability for damages, costs and expenses for:

(a) bodily injury or disease to any person;
or

(b) loss or damage to any property

which arises during the period of insurance:

- in your personal (rather than business) capacity; or
- as an owner or occupier of the buildings (for accidents in or about the buildings).

We will also cover any member of your household, or any domestic employee carrying out any duty on your behalf.

We will not pay more than the amount shown in your schedule for all claims that are due to one cause, including all legal costs and expenses.

If you or any person entitled to cover dies, we will cover your or their legal personal representatives for any liabilities that have arisen and are covered by this policy.

We will not cover any legal liability:

- to any household member or their employees;
- for any property owned, used or in the possession of any member of your household;
- in connection with the following.
 - Any profession or business.
 - Tree felling or lopping operations.
 - Your owning or using land other than within the boundary of your home.
 - Incidents which happen outside Europe.

You will not have to pay an excess under this section.

Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following.

26 Liability to employees

We will cover your legal liability for damages, costs and expenses for:/

- (a) bodily injury or disease to any domestic employee (including chauffeurs and golf caddies), temporary and occasional employees, or any person carrying out repairs or decorations while you employ them in connection with your home, during the period of insurance.

We will not pay more than the amount shown in your schedule for all claims that are due to one cause, including all legal costs and expenses.

Exclusions

(See also the general policy exclusions on page 23.)

We will not cover any legal liability in connection with:

- (a) your involvement in farming;
- (b) accidents involving any member of your family or your household;
- (c) structural improvements or alterations to your home; or
- (d) accidents involving independent consultants or their employees.

You will not have to pay an excess under this section.

Extra notes to Section 1

Index-linking

- 1 We continuously monitor a number of rebuilding and household goods indices and may adjust your building and contents sums insured each year using the index that we feel best protects you against the effects of inflation. However, in doing this we do not take account of the significant differences in customers' homes and **we strongly recommend that you work out your rebuilding costs using the Society of Chartered Surveyors' guidelines and carry out an inventory to work out the replacement costs of your home contents. We will be happy to adjust your sums insured in line with this. You are responsible for ensuring that your sums insured represent the full reinstatement value of your buildings and/or contents.** You can find helpful guidelines on the Society of Chartered Surveyors' website at www.scsi.ie.

Farmhouses

- 2 If you are a farmer, this policy does not apply to farming, any person helping in the business of farming, stock or utensils, or to stables, garages or outbuildings used for this purpose, or to any horse you use in connection with the business.

Our maximum liability

- 3 We will not pay more than the sums insured for any one claim under events 1 to 15.

Purchaser's clause

- 4 If you exchange contracts to sell your home and the building is damaged or destroyed before the sale has been completed, the person you are selling to will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been

completed. This does not apply if the person you are selling to has arranged other insurance.

Title deeds

- 5 We will pay up to the amount shown in your schedule to prepare new title deeds to your home if they are lost or damaged while in your home or while lodged with a bank, building society or solicitor.

Fire brigade charges

- 6 We will pay up to the amount shown in your schedule for charges made by a fire authority to control or put out a fire affecting (or likely to affect) your home.

Wedding and Christmas cover

- 7 We will automatically increase your contents sum insured by 10%:
 - (a) for the month of December; and
 - (b) for 30 days before and after the wedding of any member of your immediate family.

Section 2 - Optional cover for jewellery, personal belongings, bicycles and money

This section only applies when shown on your schedule

We will cover loss or damage to jewellery, personal belongings, bicycles and personal money in Europe or, for up to 30 days in any period of insurance, anywhere in the world.

1 Options A, B, C - unspecified items

Under any of these options you are covered for unspecified items, as described above, up to the sum insured shown in your schedule. The most we will pay for any single item is also shown in your schedule as the 'single article limit'.

2 Option D - specified items

We will cover loss or damage to any item noted in the schedule up to the corresponding sum insured.

Index-linking

We automatically increase the sums insured for specified items (not including bicycles) at each renewal using the contents index that we feel best protects you against the effects of inflation (see page 16).

Exclusions (See also the general policy exclusions on page 23)

We will not pay for the excess shown in your schedule or for loss or damage:

- to any bicycle while
 - (a) it is being used for racing, pacemaking, speed testing or for hire or reward;
 - (b) it is parked, unless securely locked to a fixed item; or
- to bicycle parts, unless the bicycle is stolen or damaged at the same time.

We will not pay the excess shown in your schedule or for loss or damage due to:

- customs or other officials or authorities taking or keeping your property;

- wear, tear, loss of value, corrosion or anything which happens gradually;
- mechanical or electrical faults, insects, vermin, rust, rot, mildew, fungus, cleaning, dyeing or restoration;
- atmospheric or weather conditions;
- repair or misuse;
- theft or attempted theft from an unattended vehicle unless the items are hidden in a locked boot or closed compartment and the vehicle was broken into using force or violence; or
- not reported to the police within 24 hours of discovering it.

Items not covered

- stamps, documents and securities (stocks and shares);
- contact lenses or hearing aids;
- mobile phones or camcorders (unless you have given us details and they are noted in the schedule);
- household goods and domestic appliances;
- caravans, vehicles, car phones, or watercraft (or parts or accessories for any of them);
- camping, sailing, underwater or parachuting equipment;
- items more specifically insured or any amount that you cannot recover from a specific insurance because the insurer has refused or reduced the claim;
- all sports equipment whilst in use or in play, including but not limited to; racquets, bats, sticks, golf clubs, skis, ski poles, ski bindings and other skiing equipment; or
- items used or held for business, trade or professional purposes.

Section 3 – Optional caravan cover

This section only applies when shown on your schedule

Property insured

Your caravan described in the schedule.

Where your property is covered

Ireland and, for 60 days in any period of insurance, any other European country.

Cover also applies while being transported by sea to or from these regions.

Events insured

We will cover loss or damage to:

1. your caravan; and
2. your contents and personal belongings in your caravan or in any private car that is towing it.

Exclusions

(See also the general policy exclusions on page 23.)

We will not cover:

- the excess shown in your schedule; or
- more than the total sums insured shown in your schedule.

Nor will we cover loss or damage:

- (a) to valuables worth more than 5% of the total contents sum insured for the caravan;
- (b) caused by an earthquake;
- (c) caused by wear and tear, loss in value, deterioration, corrosion, mechanical or electrical faults, moths, vermin, mildew or weathering;
- (d) resulting from theft or malicious damage when the caravan is left unattended and not securely locked;
- (e) when being towed by a motor vehicle, unless attached by a proper and efficient fitting;

- (f) while the caravan is being used for hire or reward, as a permanent home, or other than for social, domestic and pleasure purposes;
- (g) caused by a storm, unless the caravan is securely anchored at each corner of the chassis by chains when parked and reasonably protected from high winds when laid up at your home.

Your liabilities

We will cover your legal liability for damages costs and expenses for:

- (a) bodily injury or disease to any person; and
- (b) loss or damage to any property arising during the period of insurance.

We will not pay more than the amount shown in your schedule for all claims.

Exclusions

(See also the general policy exclusions on page 23.)

We will not cover any legal liability:

- to any household member or their employees;
- for any property owned, used or in the possession of any member of your household;
- resulting from an accident arising while being towed; or
- while being used for hire, as a permanent home or for business purposes.

You will not have to pay an excess under this section.

Section 4 - No-claim discount

We will reduce the premium you pay when you renew according to the following scale if we do not pay a claim under your policy during the period of Insurance.

Claim-free years	No-claim discount
Nil	0%
One	15%
Two	18%
Three	25%
Four	35%
Five	40%
More than five	40%

If we pay for a claim during any period of insurance, we will reduce your no-claim discount to 0% at your following renewal.

Any payment we make for jury service claims will not affect your no-claim discount.

You cannot transfer your no-claim discount to another person.

Section 5 – Home Insurance claims

How to make a claim

If you have experienced a problem that may result in a claim phone our Property Claims Service on **1800 147 147** as soon as you can for help and guidance with your claim.

How we settle claims

At our sole discretion, we will decide how to settle your claim. We may arrange for a contractor appointed by us to repair, reinstate or replace the lost or damaged property. Where we opt to use our discretion to reinstate property to settle a claim, we will provide you in advance with details of the scope of the work that has been approved and the cost.

If we decide to pay a cash amount to settle the loss or damage we will not pay more than a contractor appointed by us would have charged for the repair, replacement or reinstatement.

If we decide to settle your claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by us and a portion of the agreed sum will be retained by us, as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope.

When these agreed works have been completed within the agreed scope and supporting invoices and receipts or any additional evidence we may reasonably request have been provided to us to confirm the total cost incurred, the full agreed sum will be paid.

Policy excess

We will apply the appropriate excess as shown in your policy schedule against all claims.

Matching items

We will not pay for the cost of replacing any undamaged items forming part of a pair, set, collection, suite or larger item. In the case of floor coverings, we will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

Reinstating the sums insured

We will not reduce the sums insured in respect of buildings and/or contents by the amount of any claim we may pay.

Wear and tear, loss in value or deterioration

If we accept a claim, we will settle it without taking off an amount for normal wear, tear, loss in value or deterioration if:

- you have kept the buildings in good repair;
- the sum insured on buildings equals the full cost of reinstating them;
- the buildings have been reinstated; or
- in the case of contents, the claim does not relate to household linen, sports equipment, bicycles or floor coverings more than 12 months old.

Other insurances

If at the time of a claim another policy covers any item or event insured under this policy, we will only pay our proportionate share of the claim regardless of any exclusions which apply under the other policy.

Arbitration

Any dispute between you and us (about our liability over a claim or the amount to be paid), must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

Claims Terms and Conditions

Your responsibilities

In the event of a claim you must:

- immediately let us know about any event which may give rise to a claim under the policy;
- not admit, deny, negotiate, or settle a claim without our written permission;
- let the police know immediately if property is lost, stolen, maliciously damaged or vandalised;
- within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which we may need;
- let us know immediately about any claims made against you or, if legal steps or procedures are involved, send us all communications you have received; and
- immediately allow us to inspect any damage to property which you may claim for under this policy.

Our rights

In the event of a claim we may:

- enter any building where loss or damage has happened and deal with the salvage, but you may not leave property with us for us to deal with;
- take over, and carry out in your name, the defence or settlement of any claim;

or

- take legal proceedings in your name against other people to recover any payment we have made under this policy. We will pay any costs involved and keep any benefit.

General policy conditions - all sections

Keeping to policy terms

1. We will only make a payment under this policy if you keep to the following conditions.
 - (a) You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.
 - (b) You or any person on whose behalf you are making a claim must keep to the terms and conditions of the policy.
 - (c) You may lose all benefit and cover under this policy if, since the start date of the policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten).

To ensure you are fully protected, please tell us immediately of any changes in respect of circumstances relating to you, other members of your household or the property insured.
 - (d) You must take all reasonable steps to prevent any accident, injury, illness, disease, loss or damage, and keep your home (and your caravan, if covered) in good repair.

Cancelling the policy

2. You may cancel the policy at any time by giving us written notice. We may cancel the policy (or any section) by giving you 14 days notice by post to your last known address.

Automatic benefit

3. If we amend or replace any policy wordings, conditions, exclusions, or endorsements during the period of insurance which improve, broaden or extend the cover without needing to pay an extra premium, you will automatically benefit from these improvements.

Joint policyholders

4. When there is more than one person named as the insured on the policy and we receive instructions from one of those named insured people, we will treat it as though each insured person has given us the instructions and that all insured persons agree and consent to those instructions being given to us. We will accept the instructions received on face value. It is not our responsibility to check whether the person who so instructs us has the permission and consent of the other persons insured.

Fraud

5. You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose some or all benefit under this policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the policy premium) or if you have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy we may cancel the policy and retain the premium paid.

General policy exclusions - all sections

These apply to all sections of the policy.

N.B. Please note that Plain English Campaign's Crystal Mark does not apply to exclusions 2 and 3 (War and terrorism and Cyber risks) below.

Radioactive contamination

1. We will not cover loss, damage or liability which involves:
 - (a) ionising radiation or radioactive contamination from nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

War and terrorism

2. We will not cover loss, damage or liability which results directly or indirectly from war, invasion, terrorism, activities of a foreign enemy, hostilities (whether or not war has been declared), revolution, insurrection (rebellious against the government), military or usurped (seized by force) power.

Terrorism means an act or threat of force or violence by a person (whether acting alone, on behalf of or in connection with any organisation), whose intention is, for political, religious, ideological or other purposes, to influence any government or place the public in fear.

Cyber risks

3. We will not cover any loss, damage or liability caused by, or resulting directly or indirectly from or in connection with:
 - (a) losing, altering or damaging; or
 - (b) reducing the functionality, availability or operation of;
 a computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar

device in computer or non-computer equipment whether belonging to you or not, that results from deliberately or negligently transferring a computer program that contains any malicious or damaging code.

Wear and tear

4. We will not cover loss or damage caused by wear, tear or by anything which happens gradually.

Loss in value and resulting loss

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

Existing or deliberate damage

6. We will not cover loss or damage:
 - which happens before cover starts or arising from an event which happened before cover started; or
 - caused by any deliberate or malicious act of any member of your household.

Confiscation

7. We will not cover loss or damage due to any government or public or local authority taking, keeping or destroying your property.

Sonic bangs

8. We will not cover loss or damage directly caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

Legal liability

9. If any section of this policy provides cover against any legal liability, we will not provide cover for, or arising in connection with, the following.
 - (a) You owning, controlling, keeping, being in charge of or using any

General policy exclusions - all sections (continued)

<p>breed of dog listed in Section 5(1) of the Control of Dogs Regulations 1998 - SI442/1998 and/or as provided for in the Control of Dogs Act 1986 (No. 32 of 1986) and the Control of Dogs (Amendment) Act 1992 (No. 13 of 1992) as same may be amended or supplemented from time to time or any new legislation or statutory instruments introduced relating to the control of dogs.</p> <p>(b) HIV (human immunodeficiency virus) or any HIV-related illness including AIDS (acquired immune deficiency syndrome) however caused or any variations of it.</p> <p>(c) Deliberate acts or neglect, including public and private nuisance.</p> <p>(d) Any agreement unless you would have been liable if the agreement did not exist.</p> <p>(e) You owning, keeping or using any motor or horse-drawn vehicle, aircraft, unmanned aerial vehicle (UAV), drones, radio controlled aircraft, power-driven boat or yacht.</p> <p>This exclusion does not apply to:</p> <ul style="list-style-type: none">• motorised domestic gardening equipment operated by anyone over 14 years of age;• electrically-powered children's toys;• motorised wheelchairs; <p>which are used within the boundary of your home;</p> <ul style="list-style-type: none">• ride-on golf buggies, unless the owning, keeping or use of any such ride-on golf buggy is covered by any other policy or	<p>other specific insurance policy; but no cover applies in situations where you need insurance under any road traffic acts or laws.</p> <p>(f) You owning, using or firing any firearm other than those licensed and used for sporting activities.</p> <p>(g) The supply of any product other than providing meals.</p> <p>(h) You owning a spa, whirlpool or hot tub unless it is disinfected and maintained according to the manufacturer's recommendations.</p> <p>(i) Using entertainment equipment or facilities provided by someone else in connection with any social event.</p> <p>(j) Any legal liability relating to any golfing activities where any other insurance policy or specific insurance covers</p> <ul style="list-style-type: none">• any such golfing activity,• the use of any golfing equipment,• any golfing activity while on the premises of any Golf Club,• playing golf on any golf course or• representing a Golf Club in its business or activities.
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Compliance with regulation

10. We will not cover any loss, damage or liability where any alterations that you have made, or engaged others to make on your behalf, to your buildings and/or premises fail to comply with legal regulations and/ or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

General policy exclusions - all sections (continued)

Pollution or contamination

11. We will not cover any loss damage or liability resulting from pollution or contamination other than; pollution or contamination which results from the operation of an event insured by this Policy,

Sulphides

12. We will not cover any loss or damage resulting from the presence of any sulphides and/or their derivatives including but not limited to pyrite'.

Unsuitable materials and faulty workmanship

13. It is your responsibility to ensure that any and all works or repairs carried out at your premises are carried out by properly qualified and properly insured professionals. We reserve the right to decline any claim where work(s) or repair(s) are carried out at the premises by any unqualified person(s) and we will not cover any loss, damage or liability resulting from or caused by the use of faulty and/or unsuitable material(s), faulty and/or unsuitable design, or poor workmanship.

Endorsements

The endorsements in this section only apply to your policy if the codes are listed in your schedule.

HW1 - Permanent home used as an office or for business or professional purposes (not including public liability risk)

If you use certain parts of the buildings as an office or for business or professional use, we will not be liable for any property (other than household goods) you use in connection with the office, business or profession.

HW2 - Security - standard

We will not cover any loss or damage as a result of theft or attempted theft, when there is no person at home, unless:

- (a) all outside/external doors of your private house or apartment are locked;
- (b) all windows are closed and fastened;
- (c) all domestic outbuildings are securely locked and;
- (d) all keys are removed from outside/ external doors/domestic outbuildings and placed out of sight, inside your private house or apartment, when there is no person at home.

HW2A - Security - locks

We will not cover any loss or damage, as a result of theft or attempted theft, when there is no person at home, unless:

- (a) all outside/external doors of your private house or apartment are locked using manufacturer-approved minimum three-lever deadlock devices;
- (b) all outside/external sliding doors are locked using key-operated patio door locks;
- (c) all windows are closed and fastened;

- (d) all domestic outbuildings are securely locked and;
- (e) all keys are removed from outside/ external doors/domestic outbuildings and placed out of sight, inside your private house or apartment, when there is no person at home.

HW2B - Security - intruder alarm

We have given you a discount because you have an approved intruder alarm fitted in your private house or apartment.

We will not cover loss or damage as a result of theft or attempted theft, unless the intruder alarm system:

- (a) meets EN50131 or IS199 standard;
- (b) is installed by an intruder alarm company approved by the NSAI (National Standards Authority of Ireland), EQA Ireland, Management Systems Certification Ltd., SSAIB or CerticCS;
- (c) the installer holds a PSA (Private Security Authority) licence; and
- (d) the alarm is set and working when there is no person at home.

In the event that the alarm system is not in operation during a theft or attempted theft, the excess applying to the policy is doubled for that claim.

HW2C - Security - monitored alarm

We have given you a discount because you have an approved monitored alarm fitted in your private house or apartment. We will not cover loss or damage as a result of theft or attempted theft, unless the monitored alarm system:

- (a) meets EN50131 or IS199 standard;
- (b) is installed by an intruder alarm company approved by the NSAI (National Standards Authority of Ireland), EQA Ireland, Management

Endorsements (continued)

- Systems Certification Ltd., SSAIB or CerticCS;
- (c) the installer holds a PSA (Private Security Authority) licence;
 - (d) the alarm is set and working when there is no person at home and
 - (e) the alarm is monitored 24 hours a day.

In the event that the alarm system is not in operation during a theft or attempted theft, the excess applying to the policy is doubled for that claim.

HW4 - Short-term buildings unoccupancy

You have told us that your home was not lived in when you took out your policy. The cover operates on condition that you live in the property within 30 days from the start date. You must get our permission if you want to extend this period, otherwise all cover ends.

HW5 - Permanent home used as an office or for business or professional purposes (including public-liability risk)

If you use certain parts of the buildings as an office or for business or professional use, we will not be liable for any property (other than household goods) you use in connection with the office, business or profession.

We have amended the exclusion of 'any profession or business' under Public and personal liabilities to read 'any profession or business other than as noted on the schedule but not including liability arising out of breaking your professional duty or service whether deliberately or not'.

HW10 - Exclusion of fire

Your policy does not cover fire under section 1 of the policy buildings and contents. The premium payable has been amended accordingly.

HW11 - Accidental damage

We will cover accidental damage caused by something external to the buildings, or to the contents while in your home, but **not** including the following.

1. Anything which happens gradually.
2. Chewing, scratching, tearing, or fouling, by pets.
3. When any part of the buildings is used by tenants or paying guests, or if there is business or professional use, in that part of the buildings which the public have access to.
4. For faulty workmanship or faulty design.
5. Electrical or mechanical breakdown.
6. Maintenance, or routine repair or decoration.
7. When your home is unoccupied for more than 60 days in a row.
8. Wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration.
9. Jewellery, watches, furs, contact lenses, hearing aids, mobile phones or computer equipment, which is designed to be portable while it is being transported, carried or moved.
10. Glass, china, porcelain, earthenware, stoneware, pictures, works of art, or other articles of a brittle nature while being handled or used.
11. Accidental or deliberate erasure, destruction, distortion or corruption of data or programs.
12. Loss or damage we specifically exclude or provide for under any other section of this policy.

Endorsements (continued)

HW12 - Inflation protection

As you have given us a professional valuation of your home, and stated in writing the declared value of the property, we will extend our liability for any one claim under events 1 to 14 to 120% of the declared value when we assess the reinstatement value if you claim. We will not increase the contents sum insured in the same way.

(The declared value is the cost you assess the property to be at the beginning of the period of insurance (ignoring inflation which may apply after this date). You must allow for professional fees and the costs of removing rubble.)

We will ask you to check the declared value whenever you renew the policy. If you do not change the value, we will use the sum insured at renewal as the declared value for the next period of insurance.

HW14 - Jeweller's overhaul condition

No cover applies to any item of jewellery with stone settings and a value in excess of €6,500 unless they are examined and serviced every two years by an accredited jeweller (at your own expense) and his/her written confirmation obtained that the settings are in order.

HW15 - Buildings which are being built (restricted policy cover applies)

Cover under this policy applies only to the buildings and is restricted to section 1 - paragraphs 1, 2, and 22 **until you let us know that the buildings are being used, and we confirm to you that full cover under the policy applies.**

Fire Brigade Charges

A maximum cover limit of €1,500 applies in respect of fire brigade charges (no policy excess operates in respect of such charges).

HW16 - Contents only cover - non-owner occupied apartments

- (a) there is no cover in respect of 'the buildings' as defined for any of the events specified under section 1 of your policy.
- (b) under Public and personal liabilities of section 1, the phrase "as an owner or occupier of the buildings" now reads "solely as occupier and not as owner of the buildings".
- (c) where endorsement HW11 is applicable, this cover does not operate in respect of 'the buildings' as defined.
- (d) liability as tenant
We cover your liability to your landlord as tenant, but not as owner for damage to the buildings resulting from events insured 3, 8, 9, 11 and 12.

Exclusions:

We will not pay for:

- 1. Any more than 10% of the sum insured on contents;
- 2. the exclusions already stated in respect of events insured 3, 8, 9 and 11.

HW17 - Permanent home used as an office or for business or professional purposes (business equipment and public liability cover)

If you use certain parts of the buildings as an office or for business or professional use, we will not be liable for any property other than household goods you use in connection with the office, business or profession, and 'business equipment' defined below. We will pay up to €2,600, and the single-item limit is €1,300.

We have amended the exclusion of 'any profession or business' under Public and personal liabilities to read 'any profession or business other than as noted in the

Endorsements (continued)

schedule, but not liability arising out of breaking your professional duty or service whether deliberately or not.

We have defined business equipment as computers and equipment, printers, photocopiers, typewriters, communication equipment, desktop publishing units, and general office furniture, but not equipment you have otherwise insured.

HW18 - Safe warranty

Stealing is excluded from any jewellery item in excess of €13,000 unless they are kept in a locked safe or are being worn by you or any member of your household.

HW19 - Buildings only cover

- (a) there is no cover in respect of 'the contents' as defined for any of the events insured under section 1 of your policy.
- (b) under section 1 of your policy the following events insured do not apply - Domestic employees' belongings, Contents temporarily removed, Insurance for contents during household removal, Death benefit, Replacing door locks, Jury service, Visitors' belongings, Credit and debit cards, Contents in the open and Frozen food.
- (c) under event insured Public and personal liabilities of section 1, the phrase "as an owner or occupier of the buildings" now reads "solely as owner and not as occupier of the buildings".
- (d) where endorsements HW11, HW112 and/or HW113 are applicable, this cover does not operate in respect of 'the contents' as defined.

HW20 - Average clause - contents

If, at the time of any partial loss or damage, your contents are worth more than the declared sum insured, we will reduce the amount we will pay in proportion.

HW21, 21A, 21B, & 21C - Voluntary increased excess

We will give you a discount off your premium because you have increased your buildings and contents excess as shown in your policy schedule.

HW22 - Average Clause buildings & contents

For any event insured relating to your buildings and contents, if at the time of any loss or damage, the contents are worth more or the buildings reinstatement cost is more than the declared sums insured, then you will be your own insurer for the difference and will bear a proportionate share of the loss.

HW23 - Cover for contents only

There is no cover for your buildings under this policy.

HW24 - Exclusion of liability

The cover under this policy excludes all liabilities.

HW25 - Exclusion of stealing

Your policy does not cover stealing or attempted stealing under section 1 of the policy buildings and contents. The premium payable has been amended accordingly.

HW28 - Buildings in the course of extension

The buildings sum insured has been increased in recognition of the fact that the house is being extended. During the period of construction, cover in respect of the extension is restricted to Events Insured 1, 2 and 22 under the Buildings section, until such time as you advise us that full occupation of the extension has commenced and we confirm to you that full cover under the policy is operative.

Endorsements (continued)

HW29 - Garden cover - Option A

The policy covers loss or damage caused by an insured event (other than accidental damage) to garden furniture, ornaments and playground toys designed and constructed for permanent outdoor use, which are in the open and within the boundary of your home, up to a limit of €1,000.

HW30 - Garden cover - Option B

The policy covers loss or damage caused by an insured event (other than accidental damage) to garden furniture, ornaments and playground toys designed and constructed for permanent outdoor use, which are in the open and within the boundary of your home, up to a limit of €2,000.

HW31 - Garden cover - Option C

The policy covers loss or damage caused by an insured event (other than accidental damage) to garden furniture, ornaments and playground toys designed and constructed for permanent outdoor use, which are in the open and within the boundary of your home, up to a limit of €3,000.

HW32 - Childminding - liability cover

Under Section 1 event insured Public and personal liabilities, the exclusion relating to liability in respect of any profession or business does not apply in respect of childminding, providing you are not minding more than two children.

HW33 - Log cabin cover

Your policy has been extended to include a log cabin and its contents within the boundary of your home, details of which have been given to us, provided that your buildings and contents sums insured have been increased to reflect their replacement costs. A fire and storm excess of €1,000 applies.

HW34 - Buildings let to tenants in a single unit

Because the property insured is let to tenants the policy definition of "home" is changed as follows:

Your house and its outbuildings (including those built of timber, up to €3,000 in value) at the address shown in your schedule, which is let in a single unit to tenants.

The reference to personal money in the definition of contents is deleted.

The following events insured are not covered: Domestic employees' belongings, Contents temporarily removed, Death benefit, Jury service, Visitors' belongings, Credit and debit cards, Contents in the open and Frozen food.

The reference under event insured, Public and personal liabilities, to "any profession or business" is changed to "any profession or business other than that of property owner".

We will not pay for loss or damage to any property belonging to any tenant.

The standard excess (excluding subsidence, heave or landslip) is increased to €715.

HW35 - Cover restricted to fire only

Your policy only covers the risk of fire under section 1 of the policy buildings and contents. The premium payable has been amended accordingly.

HW36 - Buildings in the course of renovation

Cover under this policy applies to your buildings and events insured 1, 2, & 22 of Section 1 only, while your home is undergoing renovation.

HW37 - Owner-occupied building with a single room let to a tenant

The expression 'household member' in the exclusions under event insured Public and personal liabilities and the contents definition, does not include a single tenant

Endorsements (continued)

occupying a room in your home.

However, we will provide cover for loss or damage (excluding accidental damage, if this applies) to a single tenant's personal belongings up to €1,000 in value. 'Personal belongings' do not include mobile phones, camcorders, computer or other electronic equipment.

HW38 - Exclusion of storm cover

Loss or damage to your buildings and/or contents, caused by storm, is excluded.

HW39 - Exclusion of subsidence cover

Loss or damage to your buildings and/or contents, caused by subsidence, is excluded.

HW40 - Houses over 100 years old

If your home is damaged, we will only pay the rebuilding/replacement costs using modern rather than the original materials.

HW49 - Stamp, Coin & Medal Collection - inclusion in contents cover

The stamps, coins or medals specified in Contents under Section 1, are subject to the following:

- (a) The maximum amount that we will pay for any single unspecified or unmounted stamp, coin or medal is €200;
- (b) Loss of or damage to the collection is excluded, unless contained in a lock fast place (collections up to €6,500) or in a safe approved by us (collections over €6,500) or when being handled by you or, with your authority, a member of your household.

HW50 - Exclusion of theft not involving forcible and violent entry

Theft cover is excluded unless there is forcible and violent entry into or exit from your home.

HW53 - Stamp, Coin & Medal Collection - Optional Cover

The stamps, coins or medal collection(s) described in Section 2 is subject to the following:

1. The geographical limit is amended to:
 - (a) Your home;
 - (b) Any occupied private house to which the collection(s) has been moved on a temporary basis;
 - (c) Any bank or safe deposit.
2. Loss of or damage to the collection(s) in your home is excluded, unless contained in a lock fast place (collections up to €6,500) or safe approved by us (collections over €6,500) or when being handled by you or, with your authority, a member of your household.
3. We will not pay for loss of or damage to stamps caused by:
 - (a) Rubbing;
 - (b) Fading;
 - (c) Depreciation;
 - (d) Damp or
 - (e) Chemical action
4. We will not pay for more than €625 for any single unspecified or unmounted stamp, coin or medal.

HW60 - House Swaps

For the period stated on the schedule, Visitors' belongings and Endorsement No. HW11 (Accidental Damage), if applicable, will not apply.

We will not pay for the first €500 of any claim.

HW100 - Tenant's Contents

1. This policy covers your contents as the tenant of the rented property, located at the address noted in the schedule.
2. Cover under contents has been amended to specifically exclude:
 - (a) documents or securities (stocks and

Endorsements (continued)

- shares),
 - (b) property used or kept for business, trade or professional purposes
 - (c) property owned or insured by another tenant at the same property.
3. The following events insured/ benefits are excluded from the policy:
- (a) Falling aerials, masts, satellite dishes or security cameras
 - (b) Service pipes or cables (other than as outlined in point 8 below)
 - (c) Architects', surveyors', legal and other fees and associated costs
 - (d) Contents in the open
 - (e) Title deeds
 - (f) Purchaser's clause
4. 'Theft or attempted theft', the third exclusion is amended to read: - unless force and/or violence is used to get into or out of the buildings
5. 'Visitors belongings' excludes: - loss due to theft or attempted theft unless force and violence are used to get into or out of the buildings.
6. 'Credit and debit cards', the final exclusion is amended to read: - if anyone related to you, or residing with you, uses your card fraudulently
7. 'Public and personal liabilities', the phrase 'as an owner or occupier of the buildings' now reads 'solely as occupier and not as owner of the buildings.'
8. We cover your liability to your landlord as tenant, but not as owner, for damage to the buildings resulting from Events Insured 3, 8, 9, 11 and 12, up to 10% of the contents sum insured and subject to the full terms, conditions, limits and exclusions of the policy.
- located at the address noted in the schedule.
2. Cover under contents has been amended to specifically exclude:
- documents or securities (stocks and shares),
3. The following events insured/ benefits are excluded from the policy:
- (a) Falling aerials, masts satellite dishes or security cameras
 - (b) Service pipes or cables
 - (c) Architects', surveyors', legal and other fees and associated costs
 - (d) Purchaser's clause
 - (e) Title deeds
 - (f) Wedding and Christmas cover

HW102 - Protected no-claim discount

You may make one claim up to €5,000 in a three-year period without losing your no-claim discount. We will not take account of jury service claims for the purposes of this endorsement.

HW109 - Protected no-claim discount

You may make one claim up to €10,000 in a three-year period without losing your no-claim discount. We will not take account of jury service claims for the purposes of this endorsement.

HW111 - Smartzone Home Alarm discount

As you have installed a Smartzone Home Alarm, we have given you an increased discount on your premium.

This discount will remain on the policy as long as the monitored alarm remains operational and connected to the monitoring system.

HW112 - Guesthouses/B&B: Loss of Income

1. We will pay for the loss of income as a result of your business (as described in the schedule) being interrupted or interfered with because of:
- (a) loss or damage to your buildings

HW101 - Landlord's Contents

1. This policy covers your contents as the landlord and owner of the let property,

Endorsements (continued)

or contents as a result of any risk covered under the buildings or contents sections of your policy;

- (b) destruction or damage to any property next to your home by any risk covered under the buildings or contents sections of your policy which prevents you from using your home (no matter whether your home was damaged at the same time or not);
 - (c) you having to cancel, or not accept bookings for accommodation as a result of murder, suicide, food poisoning, vermin, pests, or the outbreak of an infectious disease (as defined in Appendix 1 - Disease Definitions) occurring in your home.
2. We will pay any extra expenses you pay or agree to pay with our written permission, as a result of the damage, to keep your business going during the period of insurance. However, we will not pay more than the potential income you could lose.
 3. We will cover professional accountants' fees you reasonably have to pay for getting together any details we need to support your claim. The most we will pay is the difference between the actual amount you earned during the period of insurance and the income you established you would earned during that period had events a, b, or c not happened. The most we will pay under this section is €13,000.

We will not pay if the business is wound up, carried on by a receiver or liquidator, or permanently discontinued.

Appendix 1 - Disease Definitions

The term Infectious or Contagious Disease relates only to one of the following:

Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria,

dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Whooping Cough, Yellow Fever.

Bankruptcy

You must tell us immediately if you are declared bankrupt. We define income as money paid or due to be paid to you for providing accommodation or other expenses you pay or agree to pay in the course of your business as the owner of a guesthouse, in your home.

We will not otherwise be liable for any property (other than household goods) you use in connection with your business as the owner of the guesthouse.

HW113 - Guesthouses / B&B

1. Your legal liabilities as occupier, not owner

We have changed the exclusion relating to 'any profession or business' to read as follows: 'Any profession or business other than the owner of a guesthouse, but not including liability arising out of you breaking your professional duty or service deliberately or not'.

The exclusion relating to 'motor vehicles' does not apply to your legal liability for loss or damage to guests' motor vehicles (including their contents) while within the parking area you have provided. We will pay up to €19,500 for each vehicle, or €65,000 in the total period of insurance.

2. Accidental Damage

We will pay for accidental damage caused by something external to radios, video and hi-fi equipment, and home computers while in your home.

Endorsements (continued)

We will not pay for loss or damage caused deliberately by anybody legally on the premises, electrical or mechanical breakdown, accidentally or deliberately deleting, destroying, distorting, or corrupting data or programs, wear, tear, loss in value, repair, maintenance or anything which happens gradually.

The most we will pay is 10% of the sum insured on contents or €1,300, which is less.

3. Money

We will pay for loss, destruction or damage to money belonging to you or your bank, in your personal custody or that of an authorised person. The most we will pay is €650 for any one incident, reduced to €130 for money in your home, but not in a safe between 11:30pm and 07:30am. We will pay for loss or damage to money from safes, and any case, bag or money belt used for carrying money, following theft or attempted theft.

We will not pay for loss destruction or damage due to:

- fraud or dishonesty by any person;
- shortages due to mistakes, neglect of currency losing value;
- using vending machines or gaming machines;
- theft from unattended vehicles or rooms, or from any safe where entry has been gained by unauthorised use of the key or combination; or
- any authority legally taking and keeping any money.

Bankruptcy

You must tell us immediately if you are declared bankrupt. We define income as money paid or due to be paid to you for providing accommodation or other expenses you pay or agree to pay in the

course of your business as the owner of a guesthouse, in your home.

We will not otherwise be liable for any property (other than household goods) you use in connection with your business as the owner of the guesthouse.

HW501 - Mortgagees interest clause

The interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to us and pay an additional premium, if required.

HW502 - Farm clauses

This policy does not cover:

- (a) loss of or damage to farm outbuildings or their contents;
- (b) liability to domestic employees. Insurance for liability to domestic employees does not apply to an employee engaged for farm work.

HW504 - Outbuildings - commercial use

This policy does not insure loss of or damage to any outbuilding (including greenhouses) used for commercial purposes.

HW505 - Liability/Pedal Cycles

Liability is extended to cover claims against you by a person, other than a member of your household or an employee, provided that:

- (a) Cycles have not been supplied on approval with a view to sale;
- (b) Cycles or other goods have not been sold or hired under a hire purchase agreement;
- (c) You take reasonable precautions to

Endorsements (continued)

ensure that the cycles hired out are maintained in a safe and serviceable condition;

- (d) The number of cycles available for hire does not exceed five.

We will not be liable where there is cover under another policy/policies arranged by or on behalf of you, the hirer or another.

HW508 - Exclusion of personal liability

This policy does not cover personal liability.

HW509 - Pedal cycles - no cover in Dublin

This policy does not cover loss or damage to cycles, which occurs in Dublin city or county.

HW510A - Non-standard construction

We have noted that the buildings are part-roofed with a material other than slates or tiles in line with details we have. We will not pay for the first €315 of any damage caused by a storm or flood to that part of the roof.

HW511 - Holiday homes/unoccupied

Whilst the property is unoccupied (having no one in residence overnight), the following conditions apply:

- (a) between 1st November and 31st March annually
 - (i) the electricity and water is to be turned off at the mains and the water and central heating systems drained or if the electricity and water supply are left on:
 - (ii) the central heating system is to be set to automatically activate by means of a time switch with the thermostat set to a minimum of 10 degrees Celsius/50 degrees Fahrenheit and the loft/attic hatch, where fitted, left open.
- (b) A responsible person is to be appointed to supervise and check the property at least twice weekly.

Failure to comply with the above requirements will result in loss or damage resulting from burst pipes/escape of water being excluded from the policy.

HW513 - Exclusion of water damage

Your policy does not cover water damage, however caused, under section 1 buildings and contents.

HW514 - Exclusion of flood cover

Loss or damage to your buildings and/or contents, caused by flooding, is excluded.

HW515 - Flood protection 1

Loss or damage caused by flooding is excluded unless:

- (a) all external openings and breathing points, within two feet of ground level, are fitted with approved flood barriers &
- (b) you take all reasonable care and use your best endeavours to ensure that the flood barriers are in operation at all times, when your home is at risk from flooding.

HW516 - Flood protection 2

Loss or damage caused by flooding to rugs, sports or photographic equipment and portable electrical appliances is excluded.

HW517 - Motorised wheelchairs - liability cover.

General policy exclusion no. 9 legal liability, paragraph (e) is amended as follows:

- (e) the ownership possession or use of any motor cycle, motor vehicle (other than ride-on lawn mower, ride-on golf buggy or electric wheelchair), horse-drawn vehicle, aircraft (other than model aircraft), power driven boat or yacht (other than section relating to craft, if applicable) or firearms (other than sporting guns).

Endorsements (continued)

HW518 - Motorised wheelchairs - loss or damage cover

The term contents, as defined in the policy document, is amended to include the motorised wheelchair item listed in your schedule. The cover provided by endorsement HW11 (Accidental damage), if applicable, does not operate in respect of this item.

HW519 - Ride-on mowers - loss or damage by fire or theft

We will cover you for loss or damage to the ride-on mower as listed in your schedule caused by:

- (a) fire, but excluding loss or damage while the vehicle is in use or being refuelled;
- (b) stealing or attempted stealing provided that the item described is kept in a securely locked outbuilding at the address shown in the schedule and that the keys to the vehicle are removed and stored separately when not in use.

We will not pay for the first €300 of any claim.

HW520 - Unoccupancy ii

We will not cover:

- (a) loss or damage to valuables as a result of theft or attempted theft;
- (b) loss or damage caused by leaking or over flowing of water unless
 - (i) the water is turned off at the mains and the water and heating systems are drained or
 - (ii) the central heating system is set to automatically activate by means of a time switch with the thermostat set to a minimum of 10 degrees Celsius/50 degrees Fahrenheit and the loft/attic hatch, where fitted, is left open;

- (c) events insured:

Domestic employees' belongings;
Death benefit;
Jury service;
Visitors' belongings;
Credit and debit cards;
Alternative accommodation;
Contents in the open;
Frozen food - food in a domestic freezer at your home.;

- (d) any legal liability incurred in your personal capacity unless it results from an accident in or about the buildings.

We will not be responsible for the first €2,500 of any claim and no cover whatsoever operates unless the premises are checked, at least weekly, by a responsible person.

Guide to your home security and safety

Security

- All outside doors should be protected by at least one three-lever mortise deadlock.
- If you have a patio door, fit locks to the top and bottom of the door to prevent it from being lifted off its tracks.
- All windows, including skylights (which a burglar could reach by climbing a ladder, drainpipe or by climbing onto a flat roof), should be closed and fastened.
- Install security lighting at the front, back and side of the house to scare off burglars. Security lights can be activated when they detect movement or when it gets dark outside.
- Ideally your alarm system should include devices (such as sensors and switches) fitted on doors, windows and areas such as hallways and landings. Your alarm must be installed by an intruder alarm company approved by the NSAI (National Standards Authority of Ireland), EQA Ireland, Management Systems Certification Ltd., SSAIB or CerticCS. The installer should hold a P.S.A. (Private Security Authority) licence.
- Ideally you should have your alarm monitored. A monitoring station provides cover 24 hours a day, 7 days a week. Give someone you trust and who can respond quickly to an alarm signal, a key to your home and give the monitoring station their contact details.
- Don't keep your house keys or car keys in the hallway or on the hallway table. It might be easy for a burglar to steal them by reaching through the letterbox or breaking the glass in the front door.

- Fit a spyhole, door chain or limiter (which helps to stop the door being forced open from the outside) to your front door so you can check a stranger's identity before you decide whether to let them in.
- Always lock your doors and outbuildings and close and fasten your windows if you're leaving your house.
- Use a timer or ask a friend or relative, to turn lights on or off at certain times if you are away from home.
- Lock away any garden tools or ladders so that a burglar cannot use them to break into your house. Use a heavy-duty padlock to lock your garden shed.

Safety

- Please 'think safety' in your home accidents will happen and can happen to you.
- Fires in the home can start in so many ways and spread very quickly.
- Consider installing approved smoke detectors.
- Take particular care with portable heaters, fuels and with open fires and make sure you guard all open fires before the family go to bed.
- Never smoke in bed and take care with cigarette ends and use ashtrays.
- Have chimneys which you use regularly swept at least twice a year.
- Watch electrical equipment for wear and tear and look out for frayed or damaged flexes. Unplug all electrical appliances last thing at night.
- Check your wiring at least every 10 years. Gas appliances and flues need regular servicing.

continued overleaf →

Guide to your home security and safety (continued)

- Take care in the kitchen - cooking has obvious fire hazards and there is also the risk of burns and scalds. Use sharp knives and blades carefully even a can opener can cause an injury.
- Keep a suitable fire extinguisher in working order. You should always keep a dry-powder extinguisher and fire blanket in the kitchen, where chip pan fires can be a constant danger. Familiarise yourself with how all fire extinguishing appliances work in your home.
- Avoid using chip pans. Deep fat fryers are much safer.
- Children are involved all too often in domestic accidents. Make your home safer for them and for elderly people.
- Don't try to 'do it yourself' unless you know exactly what you are doing.

Home Emergency Assistance

This policy provides you with cover if you experience an Emergency within your home and is available to you 24 hours a day, 365 days a year.

This Home Emergency Assistance cover is a standard benefit of your Household policy if listed on your policy schedule. The cover provided within this Home Emergency Assistance Policy is underwritten by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of your Home Emergency Assistance cover. If you experience an emergency at home, please telephone **091 545 909** or if you are calling from outside of Ireland telephone **+353 91 501698**.

**THIS SECTION OF THE POLICY APPLIES
ONLY IF THE COVER IS SHOWN
IN THE POLICY SCHEDULE.**

The Definitions below are applicable to THIS section of the policy ONLY.

Definitions

Certain words within this policy have a particular meaning, which is shown below. Each time we use these words, they will have the same meaning wherever they are used in the policy:

Authorised Contractor

A tradesperson authorised in advance by us to carry out repairs, who is contracted by Us and audited annually.

Breakdown

A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Call Out Charges - The approved contractor labour charges and repair materials up to the limits of cover in the policy.

Catastrophe

A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions. Claim - Any request for emergency assistance, which you make under this policy.

Emergency

An Emergency is defined as an unforeseen or sudden occurrence which results in damage to your domestic property demanding immediate action to: (a) render the property safe and/or (b) secure the building against further loss or damage.

Emergency Repairs

Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair or, where possible within the Limits of Cover, a permanent repair.

Insurer

The Underwriter of this policy; namely MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A trading as MAPFRE ASSISTANCE AGENCY IRELAND and is regulated by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain, and is subject to the Central Bank of Ireland for conduct of business rules. Mapfre Assistance Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Registration Number 903874)

Limits of Cover

The maximum amount payable towards the cost of the assistance.

Period of Insurance

The period of cover specified in your home insurance schedule.

Property

The place of residence named in the Home Insurance Schedule, comprising private dwelling and attached garage used for domestic purposes in the Republic of Ireland but excludes outbuildings and unattached garages. This can include private residence, let residential property or holiday home.

Temporary Repair

A repair that will resolve an emergency but will need to be replaced by a permanent repair.

We/Us/Our

MAPFRE ASSISTANCE Agency Ireland, its representatives and authorised contractors.

You/Your

The person(s) who has benefit of this policy.

Policy Cover

We undertake to provide an Authorised Contractor to undertake Emergency Repairs to secure the Property in an attempt to prevent further damage or loss occurring.

In the event of a Catastrophe event taking place, service times may be affected due to surges in demand and ability to provide Emergency Repairs may be restricted due to inaccessible/dangerous conditions.

Your Benefits - Emergency Assistance

We will provide assistance for emergencies relating to:

Plumbing and Drainage

The sudden or unexpected Breakdown of, or damage to, the plumbing and drainage system which will result in internal liquid damage to your Property. This includes leaking pipes, blocked drains, water tanks, blockages in toilet waste pipes or leaking radiators.

Electrical Supply

The sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within your Property.

Security and Glazing

The sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered your Property insecure, including theft or loss of keys and/or broken external window glass.

Roofing

Damage to the roof of your Property 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 Property.

All of the above services are subject to a limit of €260 plus VAT per claim and there is a limit of three assistances per Period of Insurance per policy.

Your Benefits - Additional Services

Where we have carried out an Emergency Repair, we will provide (if necessary):

Alternative Accommodation

If your Property is deemed uninhabitable, we will provide overnight accommodation for 4 people, at an establishment of your choice. **Subject to a maximum payable €50 per person up to a total amount payable of €200 any one incident.**

Furniture Storage

If your Property 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 your home. **Subject to a maximum payable of €200 any one incident.**

Urgent Message Relay

When an emergency occurs within your Property, we will relay **two** urgent messages to a family member at home or abroad.

If you need, at any stage, we will provide the following services:

Essential Information

If you need the telephone number of an essential service urgently, simply call the number on the cover of this section and we will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

Home Assistance Hotline

In the case of non-emergencies, we will provide a hotline for all of the services listed above. Simply call the number on the cover of this section and ask for the hotline service and we will provide you with a contact number for one of our Authorised Contractors with whom you can discuss the problem and obtain a no obligation competitive quotation for the work involved.

General Conditions

The following conditions, which apply to the policy as a whole, describe Your responsibilities, general information and the procedures that apply in certain circumstances. Failure to adhere to these conditions could make the policy invalid or mean We may refuse to pay Your claim:

- You must disclose to us all facts or changes which might affect our decision in accepting or declining to cover Your risk, even if these facts or changes have occurred since the policy was inception/ renewed.
- You must take reasonable precautions to protect and maintain your property and the services within it, keeping it in a good state of repair.
- If at the time of any Claim, another policy covers the incident, we will only pay our rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the Insurer in respect of any Property which is Unoccupied for more than 60 consecutive days, that:
 - » mains services are switched off and the water system is drained whenever the Buildings are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation)
 - » a responsible person is to be appointed to supervise and check the property at least twice weekly
 - » accumulations of combustible materials such as junk mail are removed during inspection
 - » the Property is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- » whilst we will consider your wishes at all times, the service is provided at Our discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- » if we choose to set aside an exclusion, term or condition of this policy in order to accept a Claim, this will not prevent us from relying on that exclusion, term or condition in the event of a future Claim.

General Exclusions

These General Exclusions, which apply to the policy as a whole, describe the things which are not covered.

This Policy does not cover any Claims arising out of any of the following:

- Issues outside the Property, namely sheds, unconnected garages and other outbuildings.
- Primary Heating Systems which have not been maintained in line with manufacturers specifications.
- Issues within the Property which existed prior to inception of this policy.
- Costs or Actions necessary to remediate the Property over the Limit of Cover.
- The cost of any work, which was carried out without our approval, including any cost relating to the attempted repair by you or your own contractor.
- 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.
- Any parts not supplied or chosen by Us. Our Authorised Contractor may still carry out the work using these parts but no liability will rest with Us as a result of a subsequent failure of these parts.

General Exclusions (continued)

- Normal day to day maintenance which should be carried out by You in your Property.
- Replacement of items within the Property which is necessitated as a result of normal wear and tear.
- Any loss arising from subsidence, heave of the site or landslip.
- Any loss or Damage arising as a consequence of:
 - » War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
 - » Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste.
 - » Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes.
- Loss as a result of disconnection or interruption of public utilities services to your Property which is not unique to your Property.
- Any investigative work, such as trace and access, which is required to solve the overall problem once the emergency repair has been carried out.
- Any incidents where the root cause of the problem emanates from a communal area that you do not have sole responsibility for.

Additional Terms

Territorial Limits

Cover under this policy is restricted to Properties located within the Republic of Ireland

Jurisdictional Clause

At all times, this agreement shall be governed by Irish law

Arbitration Clause

All differences arising out of this Policy shall be referred to the decision of an Arbitrator

to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in the case of disagreement between the Arbitrators, to the decision of an Umpire appointed in writing by the Arbitrators before entering on the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against Us. If We shall disclaim liability for any claim and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Making a Claim

Before requesting assistance and making a claim, please check that the circumstances are covered by this policy.

If you experience an emergency at your property please telephone the emergency helpline number quoting the following:

- property address
- your home telephone number
- your policy number
- a description of the problem
- a telephone number where you can be contacted.

We will then aim to arrange a suitable Authorised Contractor to visit your Property, as agreed with you and the Authorised Contractor, to make an emergency repair.

WARNING: You should contact your supply company and/or the public emergency services immediately if you have a major emergency that puts someone in danger, which could result in personal injury or in serious damage to property, such as a gas leak or a fire.

Disputed Claims

If you are unhappy with a decision we have made you have the right to appeal. You must do this within 90 days of the claim decision. If you would like to appeal, please write to: Customer Care Department, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway.

Complaints

For Complaints relating to the service received as a result of a Home Emergency Assistance Claim, you should telephone the Home Emergency Assistance Helpline 091 545 909 and ask for a supervisor or write to the Operations Manager, quoting the nature of your complaint to MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway and we undertake to respond to you within five working days of receipt of your letter. If we have not replied to your complaint by then, we will send you an acknowledgement letter to keep you informed of progress. If the matter remains unresolved, you may contact:

(a) The Financial Services and Pensions

Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
Phone 01 567 7000
Email info@fsp.ie

OR

(b) Insurance Ireland's Insurance Information

Service,
5 Harbourmaster Place
IFSC
Dublin 1
Telephone 01 676 1820
Fax 01 676 1943
Email feedback@insuranceireland.eu
Website www.insuranceireland.eu

Following this procedure does not affect your legal rights.

Compensation Arrangements

In the event of a justified complaint about our service, MAPFRE ASSISTANCE Agency Ireland will pay reasonable compensation to the customer within the limits of the Home Emergency Assistance Policy.

Data Protection

We need to obtain personal information from you to provide you with the policy of insurance. We use your personal information in the following ways:

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

We may share your details with other companies within the MAPFRE group to support the administration of your policy. We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which you supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep your personal information for longer than necessary.

Additional Terms (continued)

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given to us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under the GDPR you also have the below rights in relation to your personal data;

- Request correction/rectification of your personal data.
- Request erasure of your personal data, a right to be forgotten.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of these rights please contact us at the address above.

We keep records of any transactions you enter with us or our partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements. We may keep other personal information about you if it is necessary for us to do so to comply with the law.

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud,

we will record this with the fraud prevention agency and other organisations who may also use and search these records to:

- (a) help make decisions about credit and credit related services for you and members of your household;
- (b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
- (c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
- (d) check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- (e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss your personal information with you. If you would like anyone else to act on your behalf, please contact us. You can do this by contacting our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Family Legal Protection

This policy is underwritten by ARAG Legal Protection Limited.

Our Head and Registered Office is:

ARAG Legal Protection Limited, 1 Hatch Street Upper, Dublin 2,
D02 PY28

Welcome to Family Legal Protection

This Family Legal Protection policy is an extension of **your** Household **policy** provided by An Post Insurance. The cover provided within this Family Legal Protection Policy is underwritten by ARAG Legal Protection Limited.

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

Definitions applicable to this section of the policy only.

Policy - An An Post Insurance home **policy** to which this Family Legal protection insurance attaches.

We, us, our - ARAG Legal Protection Limited.

Policyholder - The An Post Insurance home insurance **policyholder** who holds a current **policy** and whose principal place of residence is in Ireland and who has been declared to and accepted by **us**.

You, your - The **policyholder**, and any member of **your** family who always lives with the **policyholder**. Anyone claiming under this **policy** must have the **policyholder's** agreement to claim.

Representative - The lawyer, accountant or other suitably qualified person, who has been appointed by **us** to act for **you** in accordance with the terms of this **policy**.

Costs and expenses

(a) Accountant's costs

All reasonable and necessary costs chargeable by the **representative**.

(b) Attendance expenses

Your net salary or wages for the time that **you** are off work. **We** will pay for each half or whole day that the court, tribunal or **your** employer will not pay for.

The amount **we** will pay is based on the following:

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

If **you** are self employed, **we** will pay net salary or wages that **you** draw from the business to cover their own personal cost-of-living expenses.

(c) Communication costs

Costs of phone calls, faxes or postage **you** incur to communicate with the garda, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

(d) Legal costs

All reasonable and necessary costs charged by the **representative** on a party/party basis. For **INSURED INCIDENT 1 - BODILY INJURY**, **we** will initially pay the application fee required by the Personal Injuries Assessment Board (PIAB).

(e) Opponents' costs

The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or pays them with **our** agreement.

Date of occurrence

- (a) For civil cases, the **date of occurrence** is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.
- (b) For criminal cases, the **date of occurrence** is when **you** began, or are alleged to have begun, to break the criminal law in question.
- (c) For **insured incident 7-TAX PROTECTION**, the **date of occurrence** is when the Revenue Commissioner first notifies **you** in writing of their intention to make an enquiry.

Identity theft

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of their identity.

Period of Insurance

The period (12 calendar months from the start date set out in **your** schedule) for which **we** have agreed to cover **you** and for which the premium has been paid.

Home

Your principal and **your** holiday home which is owned by **you**.

Territorial limit

For **insured incidents 3 - CONTRACT DISPUTES** and **1 - BODILY INJURY**

The European Union (including the Republic of Ireland), the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured incidents:**

The Republic of Ireland.

Revenue audit

An examination by the Revenue Commissioner of **your** self assessment return for income tax or capital gains tax.

HOW WE CAN HELP

Legal & Tax Advice

If **you** require advice on any personal legal problem subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man, **you** can phone **us** on **our Legal & Tax HELPLINE SERVICES** on 0818 303 013.

Making a claim

To make a claim under **your policy**, please write to **our** Claims Department at the following address:

Claims Department, ARAG Legal Protection Limited, 1 Hatch Street Upper, Dublin 2, D02 PY28.

When we cannot help

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

Customer Satisfaction

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please contact the Customer Service Manager, An Post Insurance, P.O. Box 1, Athlone, Co Westmeath.
Phone: 0818 22 22 22.

If **you** are still not happy **you** may contact:

The Operations Manager,
ARAG Legal Protection Limited,
1 Hatch Street Upper, Dublin 2, D02 PY28.

Or **you** can phone **us** during Monday to Friday between 9:00 and 17:00 or email **us** at info@arag.ie.

The following services can advise **you** on how to proceed further and may be able to help in resolving **your** problem:

- **Insurance Ireland's Insurance Information Service** at First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.
Phone: 01 676 1820
Fax: 01 676 1943
Email: iis@insuranceireland.eu
Website: www.insuranceireland.eu

Or

- **The Financial Services and Pensions Ombudsman** at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Phone: 01 567 7000
Email: info@fspo.ie

You will not lose **your** right to take legal action if **you** contact either of the above.

ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland. Registered in Ireland. Company no. 639625.

COVER

We agree to provide the insurance in this **policy**, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

WHAT WE WILL PAY

1. (a) For all **insured incidents** under this **policy**, **we** will pay **legal costs** and **opponents' costs**; including VAT where appropriate.
- (b) for **insured incident 7-TAX PROTECTION**, **we** will pay **accountant's costs**;
- (c) for **insured incident 8-JURY SERVICE AND COURT ATTENDANCE**, **we** will pay **attendance expenses**;
- (d) for **insured incident 4-IDENTITY THEFT**, **we** will pay **communication costs**.
2. For all insured incidents **we** will pay **costs and expenses** to make or defend against an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal.
Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

Insured incidents WE WILL COVER

1 - BODILY INJURY

We will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to, **you**. This includes helping **you** to register **your** claim with the Personal Injuries Assessment Board (PIAB).

What is NOT covered under BODILY INJURY

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

2 - CLINICAL NEGLIGENCE

We will negotiate for **your** legal rights where it is alleged that accidental death or bodily injury to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

What is NOT covered under CLINICAL NEGLIGENCE

1. The alleged failure to correctly diagnose **your** condition.
2. Psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

3 - CONTRACT DISPUTES

1. **We** will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:
 - (a) buying or hiring in goods or services; or
 - (b) selling goods;

2. **Your** legal rights in a contractual disputes arising from an agreement which **you** have entered into for the buying or selling of **your** principal home;

Provided that in both (1) and (2):

- (i) **you** have entered into the agreement or alleged agreement during the **period of insurance**; and
- (ii) the amount in dispute is more than €125

What is NOT covered under CONTRACT DISPUTES

A claim relating to:

1. a contract regarding **your** trade, profession, occupation, employment, or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
3. the settlement payable under an insurance **policy** (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
4. a dispute arising from any loan, mortgage, pension, investment, borrowing or any other financial product;
5. a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

4 - IDENTITY THEFT

Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore **your** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide phone advice to help regain **your** identity.

Legal costs

Following **your identity theft**:

1. **we** will pay **legal costs** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
2. **we** will negotiate for **your** legal rights in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to **identity theft**;
3. **we** will pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Provided that

- (i) **you** file a garda report and notifies banks and building societies as soon as possible; and
- (ii) **you** tell **us** if **you** have previously suffered identity theft; and
- (iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

What is NOT covered under IDENTITY THEFT

1. Fraud committed by anyone else who is insured under this **policy**.
2. Losses arising from **your** business activities.

5 - EMPLOYMENT DISPUTES

We will negotiate for **your** legal rights in a dispute relating to **your** contract of employment or future employment.

What is NOT covered under EMPLOYMENT DISPUTES

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

6 - PROPERTY PROTECTION

We will:

- (a) negotiate for **your** legal rights in a civil action; and/or
- (b) arrange mediation (if appropriate);

for a dispute relating to material property (including **your** principal and holiday home) which is owned by **you**, or for which **you** are responsible, following:

1. an event which causes physical damage to such material property;
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it);
3. a trespass.

What is NOT covered under PROPERTY PROTECTION

1. A claim relating to:
 - (a) a contract entered into by **you**;
 - (b) any building or land other than **your** principal or holiday home;
 - (c) someone legally taking **your** material property from them, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - (e) mining subsidence.
2. Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.

7 - TAX PROTECTION

In the event of a Revenue Commissioner's audit relating to **your** self-assessment tax return, **we** will negotiate for **you**, and represent **you** in any appeal proceedings.

What is NOT covered under TAX PROTECTION

1. A claim relating to an off shore account held by **you**.
2. The tax affairs of a company, or any claim if **you** are self-employed, a sole-trader, or in a business partnership.
3. Any Revenue Commissioner's audit where **you** have not submitted a self-assessment tax return.

8 - JURY SERVICE AND COURT ATTENDANCE

Your absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified by the identity theft support service under **insured incident 4 - IDENTITY THEFT**.

9 - LEGAL DEFENCE

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

What is NOT covered under LEGAL DEFENCE

1. Parking or obstruction offences.
2. **Your** driving of a motor vehicle for which **you** do not have valid motor insurance.

WHAT IS NOT COVERED BY THIS POLICY

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

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. **You** must:
 - (a) keep to the terms and conditions of this **policy**;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full and truthful details in writing of any claim as soon as possible and give **us** any information **we** need.
2. (a) **We** can take over and conduct in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
 - (b) **You** are free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:

- (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in 2 (b) above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent **you** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) **You** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - (g) **You** must give the **representative** any instructions that **we** ask for.
3. (a) **You** must tell **us** if anyone offers to settle a claim.
- (b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the amount of damages that **you** are claiming, or that is being claimed against **you**, instead of starting or continuing legal proceedings.
4. (a) **You** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** **costs and expenses** we have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **you** can contact the Financial Services and Pensions Ombudsman for help.
8. **We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. (a) **You** may cancel the policy:
- i) within 14 working days of the date of its purchase (cooling-off period) with a refund of premium on a pro rata basis. In these circumstances the **insurer** shall not impose any financial cost on **you** other than the cost of the premium for that **period of insurance**; (the time on risk)
 - ii) at any other time. In these circumstances **you** may be entitled to a partial refund of the premium subject to the individual terms of business between **you** and the person who sold **you** this policy.

Please contact them directly for full details of charges.

No refund of premium shall be allowed if a claim has been or is later accepted by **us**. Notice of cancellation by **you** shall release **you** from any further obligation arising from the policy.

- (b) **We** can cancel this **policy** at any time as long as **we** tell **you** at least 14 days beforehand.
- 10. **We** will not pay any claim covered under any other **policy**, or any claim that would have been covered by any other **policy** if this **policy** did not exist.
- 11. This **policy** will be governed by the laws of the Republic of Ireland.

HELPLINE SERVICES

For most services **we** are available to answer **your** call 24 hours a day, seven days a week during the **period of insurance**. However, if **you** call outside of standard office hours, **we** will take details of **your** call and arrange for someone to call **you** back at a time convenient to **you**. All helplines apply to the Republic of Ireland unless otherwise stated.

To help **us** check and improve **our** service standards, **we** record all calls, except those to the counselling service.

When phoning, please tell **us your policy** number or the name of the scheme **you** are in.

Please do not phone **us** to report a general insurance claim.

Legal advice service

We will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

To contact the legal advice service phone us on 0818 303 013.

Identity theft

We will provide **you** with detailed guidance and advice over the phone for any concerns about being or becoming a victim of identity theft.

To contact the identity theft service phone us on 0818 252 922. The helpline is open 9am to 5pm, Monday to Friday. **We** do not provide a callback service if **you** call outside of these hours for this helpline.

Health and medical information service

We will give **you** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. The helpline is open 9am to 7pm, seven days a week.

To contact the health and medical information service phone us on 0818 254 164.

Counselling

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

To contact the counselling service phone us on 1800 670 407.

Domestic help

We will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage. **You** will be responsible for paying the costs for the help.

To contact the domestic help service phone us on 1800 670 747.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control. If you are calling from outside the Republic of Ireland please phone our office number on 00353 1 670 7470.

Contact us

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