

**Home
insurance**

**anpost
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 Allianz p.l.c.

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



This An Post Insurance Home Insurance is arranged by An Post Insurance, it is underwritten by Allianz p.l.c.

Allianz p.l.c. is regulated by the Central Bank of Ireland.

Registered in Ireland, No. 143108.

Registered Office: Allianz House, Elm Park, Merrion Road, Dublin 4, D04 Y6Y6.

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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Introduction

Thank you for insuring with us. We are very pleased to introduce you to the Allianz Household Insurance policy.

In addition to this booklet outlining the cover provided, you will receive a schedule and also a copy of the statement of fact/proposal form with the details you have provided to us to generate a quote. Please read these documents carefully along with this booklet to make sure the cover provided meets your needs. If there are any differences between the schedule and statement of fact/proposal form please contact us as soon as possible.

We will cover you against loss, damage or legal liability that may happen during the time period you have taken out insurance. These dates are noted on your schedule. We will only provide cover as outlined in the terms, conditions, limitations and exclusions which are detailed in this document and your schedule.

On behalf of Allianz p.l.c.



John Ryan
Member of the Board of Management Chief Underwriting Officer

Insurance Act 1936 (or future amendments thereto)

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

Finance Act 1999 (or future amendments thereto)

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

Definitions

Any word or expression which is given a specific meaning in this policy will have the same meaning wherever it appears and will be shown in bold throughout.

Accidental Damage

Sudden or unintentional damage caused by an unexpected action or event which is not deliberate.

The Company/we/us

Allianz p.l.c.

Contents

Household goods, **personal effects** and **high value item(s)**.

Home office equipment which includes, but is not limited to, personal computers, printers, facsimile, telephone and answering machines and modems. The most **we** will pay is €4,000 for any one **period of insurance**.

If **you** have selected **contents** cover, your **policy** will cover **contents**:

- for which **you** are legally responsible,
- belonging to members of your
- **household**,
- belonging to **domestic employees** who permanently live with **you**.

Your **contents** must be:

- used for domestic and recreational purposes only,
- located at the address of the property insured noted on your **schedule**,
- within the private house and domestic outbuildings.

Your **policy** does not cover:

- property that is insured elsewhere. One example of this may be a mobile phone that is insured under a separate insurance **policy**,
- motor vehicles (other than mechanically propelled lawnmowers),

- quad bikes,
- motorised wheelchairs,
- **powered personal transporters** (PPTs),
- caravans (unless noted on your **schedule**),
- marine craft (unless noted on your **schedule**),
- trailers (unless noted on your **schedule** for use with small craft),
- aircraft (including drones),

In addition, your **policy** does not cover the parts, keys or accessories that are part of, or on the items included above.

The **policy** also does not cover (unless specifically mentioned on the **policy**):

- animals and livestock,
- documents of every kind,
- deeds and bonds,
- securities for **money**,
- manuscripts,
- certificates.

Domestic employee(s)

A person employed by **you** to carry out domestic duties at your home, such as but not limited to cleaning, gardening or looking after your children.

Endorsement

Any alteration to this **policy** wording.

Excess

The amount of any claim **you** must pay yourself.

Flood

A sudden and rapid build-up of water on the ground level which comes from an external source and/or an extremely heavy or persistent downpour of rain.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Definitions (continued)

High value item(s)

High value item(s) include:

- a set or collection of jewellery,
- precious metal,
- pictures,
- works of art,
- furs,
- stamps,
- coins,
- any other set or collection.

Household

The **household** refers to **you** and others permanently residing with **you** excluding **paying guests**.

The insured/you

The person(s) named on your **schedule** under the heading "Insured."

Holiday home

This is a **premises** which is owned by **you** and is used:

- by **you** or members of your family and personal guests for personal and domestic use as a holiday residence
- as a seasonal rental to which **we** have agreed and is noted on your **schedule**.

Insured event

An **insured event** is loss or damage arising from the following:

1. Fire/explosion/lightning
2. **Smoke**
3. **Storm & flood**
4. Water damage
5. Theft or attempted theft
6. Oil damage
7. Impact
8. Falling objects
9. Riot or other disturbances
10. Malicious damage and vandalism
11. Subsidence, heave and landslip

Money

Money includes:

- banknotes,
- coins,
- cheques,
- bank drafts,
- postal or money orders,
- stamps (not forming part of a collection),
- saving stamps and certificates,
- premium bonds,
- gift tokens and/or vouchers,
- luncheon vouchers,
- annual commuter tickets.

Owner occupied

This means the **premises** is lived in by **you** on a permanent and full time basis as your principal private residence.

Misrepresentation

This is when someone provides fraudulent, inaccurate, false, misleading or incomplete information.

Paying guests

These are guests paying for accommodation and living in your private house with **you** and include:

- lodgers,
- bed and breakfast (B&B) guests.

Period of insurance

The period of time that your home insurance policy applies for as shown on your **schedule**.

Personal effects

Items normally worn or carried on the person.

Policy

The **policy**, which must be read as one document with your **schedule**, **endorsements** and statement of fact or proposal form, evidences a contract of insurance between **the insured** and Allianz.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Definitions (continued)

Powered personal transporters (PPT's)

Items such as, but not limited to:

- electric scooters (E scooters),
- segways,
- electric skateboards,
- hoverboards,
- powered mini-scooters,
- electric unicycles,
- electric bicycles (not pedal assisted).

Premises

The definition of **premises** includes:

- The private house, including its fixtures and fittings. The private house must be constructed of brick, stone or concrete and roofed (at least 70%) with slates, tiles, concrete, asphalt or metal.
- Domestic outbuildings situated within the boundaries of the property insured that are solely used for private domestic purposes and were not designed for or have never been used for commercial or business use. These buildings include:
 - a garage,
 - a garden shed,
 - a boiler house,
 - a green house.
- Fixtures and fittings within the boundary of the **premises** including:
 - solar panels,
 - air to water pumps,
 - swimming pools and hot tubs,
 - tennis courts,
 - fuel storage tanks and their **contents**,
 - wind turbines up to €1,000 each,
 - polytunnels up to €1,000 each,
 - septic tanks,
 - terraces,
 - patios,
 - decking,
 - driveways,
 - footpaths,
 - walls,
 - gates and fences,
 - fixed fountains and water features.

iv. A garden which includes:

- lawns,
- trees,
- shrubs,
- plants,
- hedges.

The **premises** must be:

- permanently occupied and used for domestic and residential purposes only,
- located at the address of the property insured noted on your **schedule**.

Your **policy** does not cover:

- the percolation area of septic tanks.

Schedule

An insurance **schedule** sets out the details specific to your **policy**.

Smoke

Direct damage from **smoke** including **smoke** arising from the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the **premises**.

Storm

A violent atmospheric event with strong winds in excess of 47 knots (87km/h) that may be accompanied by heavy rain, snow or sleet.

Tenant(s)

Any person(s) living at the **premises** and who are under a private rental or lease agreement with **you**.

Unfurnished

This means the **premises** is not adequately furnished or equipped for normal living purposes.

We would not consider the **premises** **unfurnished** for the first 35 days of **you** taking possession of the property.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Definitions (continued)

Unoccupied

This means the private house is not lived in on a permanent full-time basis by:

- **you**,
- a member of your **household**,
- any other person authorised by **you**.

Visitor

Any person who visits and/or stays at your private house who is not a **paying guest** or a **tenant**.

All other definitions as detailed in the policy.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Summary of benefits

The following is only a summary of the main **policy** benefits in each section.

Premises	Limit
Premises (if selected)	Refer to your schedule for the buildings sums insured
Accidental damage to service pipes and cables	Unlimited
Alternative accommodation	15% of the BSI*
Damage to your premises caused by emergency services	€1,000
Finding and fixing a leak	€750
Fire brigade charges	€3,000
Property owners liability	€3,000,000

Contents	Limit
Contents (if selected)	Refer to your schedule for the contents sums insured
Money	€750
Audio and audio visual equipment	€3,000
Contents in the open	€1,000
Freezer and refrigerator contents	€750
Shopping	€750
Temporary removal of contents	15% of the CSI**
Title deeds	€2,000
Visitors' property	€2,000
Liability as a tenant	20% of the CSI**
Liability as occupier of the premises	€3,000,000

*stands for buildings sums insured

**stands for contents sums insured

Sustainability features	Limit
Solar panels	Included in the BSI noted on your schedule
Charger for your EV attached to your premises	Included in the BSI noted on your schedule
Air to water heating pumps/geo thermal heating	Included in the BSI noted on your schedule
Wind turbine(s)	€1,000 per item
Polytunnel(s)	€1,000 per item

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises

This section only applies when **you** have selected **premises** cover and a sum insured for this cover is shown on your **schedule**.

Your **policy** covers loss or damage to the **premises** caused by any of the events numbered (1) to (11), and to (12) if cover is selected. This cover is subject to the terms, conditions, limits and exclusions set out in this **policy**.

The **excess** stated in your **schedule** applies to each claim except where otherwise indicated within the **policy**. **We** will settle claims by payment, or at our discretion by reinstatement, replacement or repair. For full details about how **we** settle claims, please refer to the “How **we** settle claims” section of this **policy**.

What your policy covers	Your policy does not cover loss or damage
1. Fire, explosion, lightning, earthquake and thunderbolt	
2. Smoke Your policy covers direct damage to the premises from smoke arising from the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or a domestic cooking appliance located within the premises .	<ul style="list-style-type: none">• by smoke from fireplaces,• by smog,• by agricultural or industrial operations.
3. Storm and flood Your policy covers storm damage to the premises which arises from a violent atmospheric event with winds of more than 47 knots (87km/h) which may be accompanied by heavy rain, snow or sleet. Your policy covers flood damage to the premises which occurs from a sudden and rapid build-up of water on the ground level which comes from an external source and/or an extremely heavy or persistent downpour of rain.	<ul style="list-style-type: none">• to fences and gates, lawns, hedges, trees, shrubs and plants,• by frost,• to roofs constructed with torch-on felt that are ten or more years of age, or other felt five or more years of age.
4. Water damage Your policy covers water damage to the premises specifically arising from freezing and/or escape and/or overflow of water from: <ul style="list-style-type: none">• within any plumbing or heating system situated at the premises,• fixed water apparatus,• domestic appliances.	<ul style="list-style-type: none">• while the private house is unfurnished,• which has occurred during a period where the private house has been unoccupied for more than 35 days in a row,• caused by gradual leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings,• caused by damage to, or failure of, a fish tank or its accessories.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
5. Theft or attempted theft Your policy covers loss or damage to the premises which is caused by theft or attempted theft.	<ul style="list-style-type: none"> while the private house is unfurnished, which has occurred during a period where the private house has been unoccupied for more than 35 days in a row, when any part of the private house is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible or violent means, where the theft/attempted theft is not reported to the Gardai, immediately upon discovery.
6. Oil damage Your policy covers loss or damage to the premises as a result of an escape and/or overflow oil from: <ul style="list-style-type: none"> within any plumbing or heating system situated at the premises, fixed water apparatus, fixed domestic appliance. 	<ul style="list-style-type: none"> while the private house is unfurnished, which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.
7. Impact Your policy covers loss or damage to the premises caused by impact from: <ul style="list-style-type: none"> aircraft and other flying devices including articles that may fall from them, rail and road vehicles, animals. 	<ul style="list-style-type: none"> caused by animals owned by or in the care, custody or control of you or members of your household.
8. Falling objects Your policy covers loss or damage to the premises caused by the following falling objects: <ul style="list-style-type: none"> trees and branches, external television/radio aerials, masts, satellite dishes. Your policy also covers the the cost of removing fallen trees which result from an insured event .	<ul style="list-style-type: none"> caused by felling of trees or lopping of branches, to hedges and fences.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
<p>9. Riot or other disturbances</p> <p>Your policy covers loss or damage to the premises caused by:</p> <ul style="list-style-type: none">• riot,• civil commotion,• strikers,• locked out workers,• people taking part in labour disturbances.	<ul style="list-style-type: none">• to walls (except of the private house), hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.
<p>10. Malicious damage and vandalism</p> <p>Your policy covers damage to the premises which is caused by a person who is not a member of your household and which is intentional and deliberate.</p>	<ul style="list-style-type: none">• caused by any person lawfully on the premises and/or any person invited onto the premises by you or a member of the household. If you are a landlord and the property is rented to tenants, please refer to the landlords terms and conditions in this policy,• while the private house is unfurnished,• which has occurred during a period where the private house has been unoccupied for more than 35 days in a row,• to walls (except of the private house), hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.
<p>11. Subsidence, heave and landslip</p> <p>Your policy covers damage caused by the gradual movement of the land within the boundaries on which the private house and any structure that forms part of your premises stands.</p>	<ul style="list-style-type: none">• resulting from demolition, structural alteration or structural repair nor the use of heavy machinery or drilling equipment,• resulting from the settlement of made-up ground (ground formed by filling in a pit),• resulting from coastal, lake or river erosion (wearing away),• resulting from the bedding down of any structure,• to solid floor slabs or loss or damage resulting from their movement unless the foundations of the external walls of the private house are also damaged at the same time by the same event,

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
	<ul style="list-style-type: none">• to domestic outbuildings, walls (except of the private house), gates, fences, terraces, patios, decking, driveways, footpaths, swimming pools and tennis courts unless the private house is damaged at the same time by the same event.
<p>12. Accidental damage</p> <p>Accidental damage is an optional cover and will be listed on your schedule if it is selected. If this cover is chosen, your policy covers sudden or unintentional damage caused by an unexpected action or event which is not deliberate.</p> <p>The cover is only applicable to the private house.</p>	<ul style="list-style-type: none">• caused by settlement or shrinkage which typically occurs in buildings,• caused by animals owned by or in the care, custody or control of you or members of your household,• resulting in scratches, abrasions or dents,• as a result of tree root action,• resulting from any weather related event,• if accidental damage cover is excluded under any other section of the policy.

Section 1 - Premises (continued)

The following benefits are included in your **policy** in addition to the sum insured stated in your **schedule**. The **excess** stated in your **schedule** applies to each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the “How **we** settle claims” section of this **policy**.

What your policy covers	Your policy does not cover
<p>Alternative accommodation</p> <p>In the event that we are satisfied that the premises becomes unfit to live in due to loss or damage caused by an insured event covered under premises, your policy covers the following:</p> <p>(a) Where the premises is occupied as your main residence and you are the owner of the premises we will pay:</p> <p>The costs of cover for similar accommodation for you and members of your household with our consent.</p> <p>(b) Where the premises is let to tenants we will pay:</p> <p>The costs you have to pay as a landlord for cover of similar accomodation for your tenants with our consent.</p> <p>Or</p> <p>The loss of rent due to you.</p> <p>(c) Where the premises is occupied as a holiday home we will pay the cost of three nights' similar accommodation with our consent.</p> <p>The most we will pay is 15% of the premises sum insured only while the premises is being reinstated.</p> <p>We will pay the costs of a claim for alternative accommodation on the basis that no other payment is being made under any other insurance policy and we are satisfied that the premises cannot be lived in.</p>	<ul style="list-style-type: none">the cost of alternative accommodation and/or rent payable if you are a tenant renting at the premises.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
Architects'/surveyors' fees Your policy covers the cost of architects'/surveyors' fees and legal fees necessarily and reasonably incurred, with our consent, in the reinstatement of the premises following loss or damage covered by this policy .	
Accidental breakage of fixed glass and sanitary fittings Your policy covers the cost for the replacement or repair, following accidental breakage, of the following: <ul style="list-style-type: none"> • fixed glass in doors, windows, skylights, fanlights and verandas, • fixed wash hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units. 	<ul style="list-style-type: none"> • to swimming pools, • while the private house is unfurnished, • which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.
Debris removal costs Your policy covers the cost of debris removal, demolition and/or shoring up costs necessarily incurred, with our consent, following loss or damage to the premises by an insured event .	
Emergency services Your policy covers loss or damage to the premises caused when a fire brigade, the Gardaí or the ambulance service have to make a forced entry to gain access in the event of an emergency to you or a member of your household . The most we will pay is €1,000 for any one claim.	
Fire brigade charges Your policy covers the cost of fire brigade charges if they are required to attend your premises as a result of an insured event . The most we will pay is €3,000 for any one claim. We will only cover the cost of a claim under this section on the basis that no other payment is being made under another section of this policy or under another insurance policy.	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Gardens</p> <p>Your policy covers the cost of repairing damage caused to gardens (as defined under part (iv) of premises) by the attendance of the emergency services at the premises in connection with an insured event. The most we will pay is €1,000 for any one claim.</p>	
<p>Immediate benefit</p> <p>We may change the policy wording during the period of insurance to improve the cover without any need for you to pay an additional premium. If we do so, you will benefit from these improvements immediately.</p>	
<p>Loss of income and electricity costs from damage to PV Solar System</p> <p>Your policy covers the loss of income and/or the additional cost of electricity following damage to your PV solar system located on the premises as a result of an insured event.</p> <p>The most we will pay is €150 per month for a maximum of 6 months.</p>	<ul style="list-style-type: none">• which results from any changes to the magnetic field,• caused when the solar panels are being serviced,• resulting from demolition, structural alteration or structural repair nor the use of heavy machinery or drilling equipment,• failure of the computer system/ applications that manage the solar panels,• any deliberate act of any supply authority unless performed for the sole purpose of safeguarding life or protecting a part of any supply authority system.
<p>Paying guests</p> <p>If you permanently occupy the premises as your main residence, permission is given for up to six paying guests (at any one time) to stay in the private house.</p>	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Public authorities requirements costs</p> <p>If your premises is damaged by an insured event, your policy covers the cost of complying with any statutory requirements that apply in respect of repairing/reinstating the damaged part of the premises.</p>	<ul style="list-style-type: none"> • where notice of the requirement has been served on you before the loss or damage occurred, • to parts of the premises that have not been damaged.
<p>Purchaser's interest</p> <p>If there is a legal contract in place to sell the premises, cover can be extended to insure the new purchaser at your request. This cover can be provided on the basis that there is no other insurance in place. The extension shall not prejudice your or our rights.</p>	
<p>Rebuild better</p> <p>If you make a claim under the premises section of your policy that is settled for €50,000 or more, we will offer you an additional payment of €5,000 to go towards improving the energy efficiency of your home. To avail of this offer, you will need to:</p> <ul style="list-style-type: none"> • Apply for a grant from the SEAI (Sustainability Energy Authority of Ireland) for the feature you would like to install at your home. For more information on the energy efficiency features available please see: www.seai.ie • Once the SEAI grant has been paid to you, we will then issue the additional payment of €5,000. 	<p>This benefit does not apply:</p> <p>If there is no application for a grant or if the grant has not been approved and paid to you,</p> <p>If the claim on your policy is settled for below €50,000,</p> <p>If there is a total loss at the premises,*</p> <p>For all SEAI energy upgrades that are fully funded by the SEAI.</p> <p>* In an event of a total loss, your property has to be rebuilt in line with the current building regulations which will include some of the features provided by SEAI grant.</p>
<p>Reinstatement of sum insured after loss</p> <p>In the event of a claim, the sums insured will not be reduced by the amount of the claim.</p>	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 1 - Premises (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Satellite dishes, television/radio aerials and masts</p> <p>Your policy covers the cost of repairing or replacing external satellite dishes, television/radio aerials and masts up to a maximum of 10 metres in height. The most we will pay is €2,000 for any one claim.</p>	
<p>Service pipes and cables</p> <p>Your policy covers the cost of repairing or replacing service pipes and cables for which you are legally responsible following accidental damage to them.</p>	
<p>Finding and locating a leak</p> <p>Your policy covers the cost of removing and replacing any part of the premises while locating the source of any escape of water, oil or gas from any fixed domestic water and heating installation. The most we will pay is €750 for any one claim.</p>	<ul style="list-style-type: none">• to the domestic water or heating installation from which the escape occurred,• while the private house is unfurnished,• which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.
<p>Weight of fallen snow</p> <p>Your policy covers the cost of repairing damage to the private house caused by the weight of accumulated fallen snow or the sudden movement of same.</p>	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents

This section only applies when **you** have selected **contents** cover and a sum insured for this cover is shown on your **schedule**.

Your **policy** covers loss or damage to the **contents** caused by any of the events numbered (1) to (11), and to (12) if cover is selected. This cover is subject to the terms, conditions, limits and exclusions set out in this **policy**.

The **excess** stated in your **schedule** applies to each claim except where otherwise indicated within the **policy**. We will settle claims by payment, or at our discretion by reinstatement, replacement or repair. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

What your policy covers	Your policy does not cover loss or damage
(1) Fire, explosion, lightning, earthquake and thunderbolt	
(2) Smoke Your policy covers direct damage to the contents from smoke arising from the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or a domestic cooking appliance located within the premises .	<ul style="list-style-type: none"> • by smoke from fireplaces, • by smog, • by agricultural or industrial operations.
(3) Storm and flood Your policy covers storm damage to the contents which arises from a violent atmospheric event with winds of more than 47 knots (87km/h) which may be accompanied by heavy rain, snow or sleet. Your policy covers flood damage to the contents which occurs from a sudden and rapid build-up of water on the ground level which comes from an external source and/or an extremely heavy or persistent downpour of rain.	
(4) Water damage Your policy covers water damage to contents specifically arising from freezing and/or escape and/or overflow of water from: <ul style="list-style-type: none"> • within any plumbing or heating system situated on the premises, • fixed water apparatus, • domestic appliances. 	<ul style="list-style-type: none"> • while the private house is unfurnished, • which has occurred during a period where the private house has been unoccupied for more than 35 days in a row, • caused by gradual leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings, • caused by damage to, or failure of, a fish tank or its accessories.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>(5) Theft or attempted theft</p> <p>Your policy covers loss or damage to the contents caused by theft or attempted theft.</p>	<ul style="list-style-type: none"> while the private house is unfurnished, which has occurred during a period where the private house has been unoccupied for more than 35 days in a row, when any part of the private house is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible and violent means and/or threat of violence to a person, where the theft/attempted theft is not reported to the Gardaí immediately upon discovery.
<p>(6) Oil damage</p> <p>Your policy covers loss or damage to the contents as a result of escape and/or overflow oil from:</p> <ul style="list-style-type: none"> within any plumbing or heating system situated at the premises, fixed water apparatus, fixed domestic appliance. 	<ul style="list-style-type: none"> while the private house is unfurnished, which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.
<p>(7) Impact</p> <p>Your policy covers loss or damage to the contents caused by impact from:</p> <ul style="list-style-type: none"> an aircraft and other flying devices including articles that may fall from them, rail and road vehicles, animals. 	<ul style="list-style-type: none"> caused by animals owned by or in the care, custody or control of you or members of your household.
<p>(8) Falling objects</p> <p>Your policy covers loss or damage to the contents caused by the following falling objects:</p> <ul style="list-style-type: none"> trees and branches, external television/radio aerials, masts, satellite dishes. <p>Your policy also covers the the cost of removing fallen trees which result from an insured event.</p>	<ul style="list-style-type: none"> caused by felling of trees or lopping of branches.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>(9) Riot or other disturbances</p> <p>Your policy covers loss or damage to contents caused by:</p> <ul style="list-style-type: none"> • riot, • civil commotion, • strikers, • locked out workers, • people taking part in labour disturbances. 	
<p>(10) Malicious damage and vandalism</p> <p>Your policy covers loss or damage to the contents which is caused by a person who is not a member of your household and which is intentional and deliberate.</p>	<ul style="list-style-type: none"> • caused by any person lawfully on the premises and or/ any person invited onto the premises by you or a member of the household. If you are a landlord and the property is rented to tenants, please refer to the landlord terms and conditions in this policy, • while the private house is unfurnished, • which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.
<p>(11) Subsidence, heave and landslip</p> <p>Your policy covers damage to the contents caused by the gradual movement of the land within the boundaries on which the private house and any structure that forms part of your premises stands.</p>	<ul style="list-style-type: none"> • unless the private house is damaged at the same time by this event, • resulting from demolition, structural alteration or structural repair nor the use of heavy machinery or drilling equipment, • resulting from the settlement of made-up ground (ground formed by filling in a pit), • resulting from coastal, lake or river erosion (wearing away).
<p>(12) Accidental damage</p> <p>Accidental damage is an optional cover and will be listed on your schedule if it is selected. If this cover is chosen, your policy covers sudden or unintentional damage caused by an unexpected action or event which is not deliberate.</p>	<ul style="list-style-type: none"> • resulting in scratches, abrasions or dents, • caused by animals owned by or in the care, custody or control by you or any member of the household, • to all brittle items while being handled or actively used such as pottery, porcelain, terracotta and glass, • when repairing, adjusting or dismantling any part of the contents, • to records, console games and to any medium on which audio and/or visual contents and/or electronic data is stored, • resulting from any weather related event, • if accidental damage cover is excluded under any other section of the policy.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

The following benefits are included in your **policy** in addition to the sum insured stated in your **schedule**. The **excess** stated in your **schedule** applies to each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the “How **we** settle claims” section of this **policy**.

What your policy covers	Your policy does not cover
<p>Alternative accommodation</p> <p>In the event that we are satisfied that the premises becomes unfit to live in due to loss or damage caused by an insured event covered under premises, your policy covers the following:</p> <p>(a) Where the premises is occupied as your main residence and you are the owner of the premises we will pay:</p> <p>The costs of cover for similar accommodation for you and members of your household with our consent.</p> <p>(b) Where the premises is let to tenants we will pay:</p> <p>The costs you have to pay as a landlord for cover of similar accommodation for your tenants with our consent. Or The loss of rent due to you.</p> <p>(c) Where the premises is occupied as a holiday home we will pay the cost of three nights' similar accommodation with our consent.</p> <p>The most we will pay is 15% of the premises sum insured only while the premises is being reinstated.</p> <p>We will pay the costs of a claim for alternative accommodation on the basis that no other payment is being made under any other insurance policy and we are satisfied that the premises cannot be lived in.</p>	<ul style="list-style-type: none">the cost of alternative accommodation and/or rent payable if you are a tenant renting at the premises.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Audio and audio-visual equipment</p> <p>Your policy covers the cost of replacing or repairing equipment following accidental damage to it while it is in your private house. The most we will pay is €3,000 for any one claim unless you have accidental damage selected on your policy.</p>	<ul style="list-style-type: none"> • to records, console games and to any medium on which audio and/or visual contents and/or electronic data is stored, • caused by animals owned by or in the care, custody or control of you or members of your household, • to hearing aids (unless covered under all risks), • to mobile phones (unless covered under all risks).
<p>Breakage of glass</p> <p>Your policy covers the cost of repairing or replacing fixed glass following accidental damage to:</p> <ul style="list-style-type: none"> • furniture, • hobs, • mirrors <p>within the private house.</p>	<ul style="list-style-type: none"> • while the private house is unfurnished, • which has occurred during a period where the private house has been unoccupied for more than 35 days in a row, • to hand mirrors.
<p>Christmas</p> <p>We will automatically increase the contents sum insured by 10% during the months of December and January.</p>	
<p>Compensation for death of insured and/or spouse or both</p> <p>We will pay €10,000 in the event of death by accident, caused by:</p> <ul style="list-style-type: none"> • fire, explosion, lightning or assault by thieves on the premises, • travelling as a passenger by train, bus, licensed taxi or hackney, • assault in the street, <p>where death occurs within three calendar months of the incident.</p>	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Contents in the open</p> <p>Your policy covers the cost of loss or damage by an insured event to your contents left outside but within the boundaries of the premises. The most we will pay is €1,000 for any one claim.</p>	<ul style="list-style-type: none"> • to any bicycle, • by accidental damage (even if this cover is selected on your policy), • by theft or attempted theft from any unattended vehicle unless all windows, including sunroof, and doors are securely locked and the property is completely concealed within a closed compartment or locked boot.
<p>Door locks replacement</p> <p>Your policy covers the cost of replacing the external door locks (including the keys) of the premises if the keys are stolen.</p>	<ul style="list-style-type: none"> • arising from replacing door locks if a tenant or paying guest has failed to return the keys of the locks of the premises.
<p>Fire brigade charges</p> <p>Your policy covers the cost of fire brigade charges if they are required to attend your premises as a result of an insured event.</p> <p>The most we will pay is €3,000 for any one claim.</p> <p>We will only cover the cost of a claim under this section on the basis that no other payment is being made under another section of this policy or under another insurance policy.</p>	
<p>Freezer and refrigerator contents</p> <p>Your policy covers the cost of the replacement of food in your deep freezer and refrigerator lost or damaged by any of the following events:</p> <p>(a) Rise or fall in the temperature.</p> <p>(b) Contamination by refrigeration fumes caused by:</p> <ul style="list-style-type: none"> • accidental damage to the appliance, • failure of the appliance due to its own defect. <p>(c) Accidental failure of the public supply of electricity.</p> <p>The most we will pay is €750 for any one claim.</p>	<ul style="list-style-type: none"> • caused by any deliberate act by you or the Electricity Authority, • as a result of strikes, labour or political disturbances.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Immediate benefit</p> <p>We may change the policy wording during the period of insurance to improve the cover without any need for you to pay an additional premium. If we do so, you will benefit from these improvements immediately.</p>	
<p>Improvements</p> <p>If you are:</p> <p>(a) A tenant living at a private house you do not own OR</p> <p>(b) An owner of an apartment that is insured through a management company and you have made improvements to the fixtures and fittings at your own expense, your policy will cover the cost of repairing or replacing them if these are damaged by an insured event.</p> <p>Fixtures and fittings include but are not limited to:</p> <ul style="list-style-type: none"> • bathrooms, • kitchens, • floors. <p>The sum insured noted on your schedule must be sufficient to cover the replacement cost of those improvements.</p>	
<p>Loss of oil</p> <p>Your policy covers the cost of replacing oil which has escaped from a fixed domestic system or appliance following accidental damage to the heating installation.</p>	<ul style="list-style-type: none"> • while the private house is unfurnished, • which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.
<p>Loss of metered water</p> <p>Your policy covers the costs you must pay for damage resulting from the escape of metered water caused by an insured event from any:</p> <ul style="list-style-type: none"> • plumbing or heating system, • fixed water apparatus, • domestic appliance. <p>The most we will pay is €1,000 for any one period of insurance.</p>	<ul style="list-style-type: none"> • while the private house is unfurnished, • which has occurred during a period where the private house has been unoccupied for more than 35 days in a row.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Money</p> <p>Your policy covers money up to a maximum of €750 in any one period of insurance. This is covered both inside and outside the premises insured.</p>	
<p>Moving house</p> <p>Your policy covers the cost of loss or damage to contents by an insured event while a professional furniture removal contractor is moving it from the address insured to your new permanent residence in the Republic of Ireland.</p>	<ul style="list-style-type: none"> • to property while in storage away from removal vehicle, • to contents that are insured elsewhere, • to glassware, china, pottery, porcelain, terracotta or other brittle articles unless they have been packed for removal by professional packers, • resulting in scratches, abrasions or dents.
<p>Paying guests</p> <p>If you permanently occupy the premises as your main residence, permission is given for up to six paying guests (at any one time) to stay in the private house.</p>	
<p>Reinstatement of sum insured after loss</p> <p>In the event of a claim, the sums insured will not be reduced by the amount of the claim.</p>	
<p>Shopping</p> <p>Your policy covers the cost of replacing food and other purchases that are lost or damaged while you, or a member of your household are bringing them from the shop where bought to the premises. The most we will pay is €750 for any one claim.</p>	<ul style="list-style-type: none"> • by theft or attempted theft from any unattended vehicle unless; <ul style="list-style-type: none"> i. all windows, including sunroof, and doors are securely locked ii. the property is completely concealed within a closed compartment or locked boot.
<p>Sports and social</p> <p>Your policy covers the cost of loss or damage caused by an insured event to items that are not owned by you but are in your custody or control as part of voluntary work for a sports or social group. The most we will pay is €2,000 for any one claim.</p>	<ul style="list-style-type: none"> • to cash, • to items that are already insured, • by theft or attempted theft from any unattended vehicle unless all windows, including sunroof, and doors are securely locked and the property is completely concealed within a closed compartment or locked boot.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 2 - Contents (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Temporary removal of property</p> <p>Your policy covers the cost of loss or damage caused by an insured event, to contents while temporarily removed from your premises but remaining in:</p> <ul style="list-style-type: none"> • The Republic of Ireland • Northern Ireland • Great Britain • The Channel Islands • The Isle of Man. <p>The most we will pay is 15% of the contents sum insured.</p>	<ul style="list-style-type: none"> • while stored at a property that is • unfurnished or unoccupied, • caused by storm or flood to contents • in transit or in the open, • caused by accidental damage, • if the contents are insured elsewhere, • if the contents are being removed for the purpose of sale or exhibition, • while stored at a storage facility, • by theft or attempted theft unless: <ol style="list-style-type: none"> i. the private house is occupied by you or member of the household and in all cases entry and exit from the private house must be by forcible means (including a threat of violence), ii. the bank or safe deposit where the contents are stolen by forcible means (including a threat of violence), iii. during removal to or from any bank or safe deposit while in the custody of you or a member of your household.
<p>Title deeds</p> <p>Your policy covers the cost of preparing new title deeds for the premises if they are lost or damaged while in the private house or in a bank for safe keeping.</p> <p>The most we will pay is €2,000 for any one claim.</p>	
<p>Visitors' property</p> <p>Your policy covers the cost of loss or damage to the property of visitors at the premises caused by an insured event. The most we will pay is €2,000 for any one claim.</p>	<ul style="list-style-type: none"> • to property owned by: • paying guests, • tenants, • to contents used for commercial use.
<p>Wedding gifts</p> <p>The contents sum insured is automatically increased by 10% for a period of one month before and one month after the wedding day of you or a member of your household.</p>	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 3 - Liability to others

What your policy covers	Your policy does not cover liability in respect of / arising from:
<p>Liability to domestic employees</p> <p>Your policy covers all amounts that you legally have to pay as an employer of domestic employees that are in your employment in connection with the premises for:</p> <ul style="list-style-type: none"> • death, • accidental bodily injury, • illness. <p>The most we will pay for any one event or a series of events constituting one occurrence is €3,000,000. This includes all legal fees and other associated expenses.</p>	<ul style="list-style-type: none"> • any action for damage brought in a court of law outside the Republic of Ireland, • death, bodily injury or illness caused to other members of your household, • work of a construction or reconstruction nature or structural alterations or demolition, or any damage caused by heavy machinery, • any contract or agreement which imposed on you liability which you would not otherwise have been under, • the ownership, possession or use of any mechanically propelled vehicle, PPT's, aircraft (including drones), marine craft or horse-drawn vehicle or any liability for which compulsory insurance is required under any road traffic legislation.
<p>Liability to others</p> <p>Your policy covers you for all amounts that:</p> <p>(a) You legally have to pay as owner of the premises for any accidents that occur on or about the premises provided you have cover under Section 1.</p> <p>(b) You or members of your household legally have to pay as occupier of the premises provided you have cover under Section 2.</p> <p>(c) You or members of your household legally have to pay in a personal capacity within:</p> <ul style="list-style-type: none"> • The Republic of Ireland • Northern Ireland • Great Britain • Isle of Man • Channel Islands • Anywhere else in the world in the course of a visit not planned to last more than 60 days in a row <p>which result in:</p> <ul style="list-style-type: none"> • death, accidental bodily injury or illness to members of the public, 	<ul style="list-style-type: none"> • death, bodily injury or illness to you or any member of your household or domestic employees, • any action for damage brought in a court of law outside the Republic of Ireland, • the ownership, possession or use of any mechanically propelled vehicle, PPT's, aircraft (including drones), marine craft or horse-drawn vehicle or any liability for which compulsory insurance is required under any road traffic legislation, • any contract or agreement which imposed on you liability which you would not otherwise have been under,

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 3 - Liability to others (continued)

What your policy covers	Your policy does not cover loss or damage
<ul style="list-style-type: none"> • accidental damage to property that you, members of the household or domestic employees do not own or in control of • which is caused by <ul style="list-style-type: none"> (i) you, (ii) members of your household (other than domestic employees), (iii) domestic employees while carrying out duties as part of their employment in connection with the premises. <p>The most we will pay for any one event or a series of events during the period of cover is €3,000,000. This includes all legal fees and other expenses.</p>	<ul style="list-style-type: none"> • the ownership, possession or occupation of any other land, buildings or structures other than the premises specified in your schedule provided you have cover under Section 1, • the occupation of any land or building other than; <ul style="list-style-type: none"> (i) the premises specified in your schedule, (ii) temporary holiday accommodation, • any business, trade or profession being carried out at the premises other than: <ul style="list-style-type: none"> (i) a child minding facility for up to two children, (ii) accommodation for paying guests at the premises subject to the limit of your policy. • any wilful or malicious act, • work of a construction or reconstruction nature, structural alterations, demolition or any damage caused by heavy machinery, • the ownership, possession or use of any animal other than saddle horses, ponies and domestic cats and dogs, • the ownership, possession of any dogs who are classed as dangerous dogs under the Control of Dogs Acts 1986 unless these dogs are, at all times under effective control, muzzled and capable of identification, • the ownership, possession, use or discharge of any firearm other than firearms licensed for and while being used for sporting activities, • the use of dangerous implements (e.g. chainsaws, blowtorches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) away from the premises, • the transmission of any communicable disease, • any action brought against you or a member of your household in a personal capacity where the premises is let to tenants.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 3 - Liability to others (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Liability as a tenant (if applicable)</p> <p>Your policy covers you for all amounts that you legally have to pay as a tenant (but not as owner of the premises) for any loss or damage:</p> <ul style="list-style-type: none">• caused by any of the events listed 1-11 in section 1,• to fixed glass and sanitary ware,• to service pipes and cables. <p>The most we will pay is 20% of the contents sum insured in any one period of insurance.</p> <p>If you die, your policy will cover your personal representatives for any liabilities that are covered by this policy.</p>	<ul style="list-style-type: none">• while the private house is unfurnished,• which has occurred during a period where the private house has been unoccupied for more than 35 days in a row,• as a result of redecoration.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 4 - Extended cover for your personal effects and belongings

This section only applies when a sum insured for this cover is shown on your **schedule**.

This cover is referred to as all risks because it covers items both inside and outside the **premises**. There are 2 types of all risks cover which are described below.

We will not deduct any **excess** for any claim made under this section. For full details about how **we** settle claims, please see the 'How **we** settle claims' section of this policy.

What your policy covers	Your policy does not cover loss or damage
<p>Type 1: Specified all risks</p> <p>If you have selected specified all risks, your policy covers the cost of loss or damage to any item listed on your schedule. The most we will pay is the amount shown against the item on your schedule in any one period of insurance.</p> <p>Type 2: Unspecified all risks</p> <p>If you have selected unspecified all risks your policy covers the cost of loss or damage to:</p> <p>(a) Personal effects, clothing and sporting equipment. The most we will pay for any one item is €2,000.</p> <p>(b) Bicycles up to €500 for any one period of insurance.</p> <p>The most we will pay in any one period of insurance under unspecified all risks is the amount shown on your schedule.</p>	<ul style="list-style-type: none"> • to camping equipment, • to documents of any kind, • to household goods, • by theft of any bicycle, its tyres, accessories or fittings when left both unlocked and unattended away from the premises, • to any bicycle while being used for racing or while used for hire or reward, • to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time, • to pedal cycles that are fully electric and PPT's, • by theft or attempted theft from any unattended vehicle unless all windows, including the sunroof, and doors are securely locked and the property is completely hidden from view within a closed compartment or locked boot, • to sports equipment while in use, • caused by animals owned by or in the care, custody or control of you or members of your household, • to pottery, porcelain, terracotta, glass or other brittle articles other than by fire or theft.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 4 - Extended cover for your personal effects and belongings (continued)

Geographical limits

Under this section, your **policy** covers any loss or damage to insured property in:

- The Republic of Ireland
- Northern Ireland
- Great Britain
- The Channel Islands
- Isle of Man
- Europe

Cover is limited to 60 days in any one **period of insurance** while outside the geographical limits noted above.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 5 - Caravan / mobile home

This section only applies when **you** have selected cover for your caravan/mobile home and a sum insured for this cover is shown on your **schedule**.

The **excess** stated in your **schedule** applies to each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

What your policy covers	Your policy does not cover loss or damage
<p>The cover</p> <p>Your policy covers the cost of damage or accidental loss to the caravan/mobile home including its:</p> <ul style="list-style-type: none"> • accessories, • furnishings, • utensils. <p>Your policy also covers the cost of accidental loss or damage to your personal effects and clothing while:</p> <ul style="list-style-type: none"> • in the caravan/mobile home, • temporarily in the towing vehicle in the course of the journey. 	<ul style="list-style-type: none"> • to tyres, • if the caravan/mobile home is let for hire or reward, • if the caravan/mobile home is used as a permanent residence, • by theft while the caravan/mobile home is left unattended unless it is securely closed or locked, • caused by storm while the caravan/mobile home is away from the premises unless secured at each corner by proprietary anchor screws and wire hawsers, • of money, stamp collections and documents of any kind, • to high value items.
<p>Additional benefits</p> <p>Removal/delivery costs</p> <p>Your policy covers the reasonable cost of removing the caravan / mobile home to suitable repairers and of delivering it to the premises following damage by an insured event.</p> <p>The most we will pay for these costs is €500 for any one claim.</p>	

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 5 - Caravan / mobile home (continued)

What your policy covers	Your policy does not cover liability in respect of / arising from:
<p>Liability to others</p> <p>Your policy covers for all amounts that you legally have to pay as the owner of the caravan/mobile home for damages for:</p> <ul style="list-style-type: none">• death,• accidental bodily injury,• illness,• accidental damage to property that you and members of the household do not own or in control of which is in connection with the ownership or use of the caravan/mobile home specified on your schedule. <p>The most we will pay for any one event or a series of events constituting one occurrence is €2,500,000 which includes all legal fees and other expenses.</p>	<ul style="list-style-type: none">• death, accidental bodily injury, illness to you, members of your household and domestic employees,• loss or accidental damage to property owned by or under the control of you or members of your household,• any accident or damage which may occur whilst the caravan/mobile home is in transit,• the caravan/mobile home being let for hire or reward,• the caravan/mobile home being used as a permanent residence,• the caravan/mobile home being used for anything other than social, domestic and pleasure purposes.

Geographical limits

Cover is limited to 60 days in any one **period of insurance** worldwide.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 6 - Small craft

This section only applies when **you** have selected cover for your small craft and a sum insured for this cover is shown on your **schedule**.

Small crafts are vessels:

- that are up to a maximum of 5.2 metres in length,
- with a maximum design speed not exceeding 17 knots (32 km/h),
- that are not more than 15 years old.

The **excess** stated in your **schedule** applies to each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this policy.

What your policy covers	Your policy does not cover loss or damage
<p>Your policy covers loss or damage to the small craft caused by:</p> <ul style="list-style-type: none"> • accidental damage, • fire, lightning and explosion, • theft or attempted theft, by forcible means (including the threat of violence to a person). 	<ul style="list-style-type: none"> • that results in depreciation, • that results in scratching, denting and bruising while the vessel is being transported, • to sails and protective covers split by the wind or blown away, unless as a result of damage to the spars to which sails are bent, or caused by the vessel being stranded or in collision or contact with any external substance (ice included) other than water.
<p>Liability to others</p> <p>Your policy covers all amounts that you legally have to pay arising from the ownership or use of the insured craft for;</p> <ul style="list-style-type: none"> • loss or damage to any other craft or property, • death, accidental bodily injury or illness to any person. <p>Your policy also covers the legal costs and expenses incurred by the insured in contesting liability or taking proceedings to limit liability with our permission.</p>	<p>Your policy does not cover liability in respect of/arising from;</p> <ul style="list-style-type: none"> • no claim will be allowed under this policy arising from theft of the outboard motor(s) unless it is securely locked to the vessel by means of an anti-theft device in addition to the normal method of attachment, • death, bodily injury or illness to any employee, • any compulsory insurance required under any road traffic legislation,

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 6 - Small craft (continued)

What your policy covers	Your policy does not cover loss or damage
<p>Your policy also covers the costs for representation at any coroner's inquest or fatal accident enquiry.</p> <p>The most we will pay under this policy for any one event or series of events constituting one occurrence is €1,270,000. This includes of all legal fees and other expenses.</p> <p>Your policy covers any person using the small craft with your permission.</p>	<ul style="list-style-type: none">• any person engaged in water-skiing, aquaplaning or any other sport or activity while being towed by the vessel,• any punitive or exemplary damages however described.

Geographical limits

Under this section, your **policy** covers the small craft within the inland and coastal waters of Ireland and Great Britain.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 6 - Small craft (continued)

Special terms and conditions

In addition to the general conditions detailed within this **policy** this section is also subject to the following terms and conditions:

- (a) Purpose/use: The insured craft is used solely for personal pleasure purposes.
- (b) Winter storage: The insured craft is not left in the water during the period 1st November to 31st March (inclusive).
- (c) No towing: The insured craft must never engage in water-skiing or any other sport or activity where it tows items.
- (d) Racing cover: The most **we** will pay for sails, spars, mast, standing and running rigging whilst racing, is two thirds of the full replacement cost of these items.
We calculate the full replacement cost based on 50% of the insured value of the craft.
- (e) State of repair: **The insured** must maintain the craft and all equipment in a good state of repair and seaworthiness.
You must, at all times, exercise due care and diligence in safeguarding them.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 7 - Emergency home assistance

Welcome to your emergency home assistance cover. This section is separate to your Home Insurance Policy. It covers emergencies at the private home and any attached garage used for domestic purposes, but excludes outbuildings and unattached garages.

Cover is subject to the limits of liability, conditions and exclusions recorded in **your schedule** and in this **policy** booklet.

To use this service, call 01 613 3990.

Home emergency assistance provides a 24 hour, 365 days a year service, through our service provider MAWDY, in the event of a household emergency. **You** must call the assistance number provided to notify MAWDY of your emergency and MAWDY will only be responsible for expenses incurred with their prior approval.

If the private home located on the **premises** has been broken into, **you** should notify An Garda Síochána prior to calling the home emergency assistance line.

An emergency is an unexpected or sudden event which results in damage to the private home or could potentially cause damage to your private home requiring immediate action to make it safe and secure it against further loss or damage.

Please have the following information available when **you** call:

- a) **Your** telephone number
- b) **Your** full home address
- c) **Your** policy number
- d) A description of the problem

Your excess will not apply to a home emergency assistance request.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 7 - Emergency home assistance (continued)

Cover provided

MAWDY will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to €300, per home emergency assistance. This value includes VAT.

If the cost of the emergency repairs exceeds €300, **you** will be responsible for paying the difference. However, if **you** have a valid claim under Section 1 Premises and/or Section 2 Contents of your home insurance policy, **we** will refund any repair cost **you** pay (less your **policy excess**).

Requests for home emergency assistance will not affect your no claims discount.

Events insured

Section A - Home emergency assistance

MAWDY will provide an emergency repair service to secure the private home and prevent any further loss or damage from occurring. MAWDY will only provide this cover following an unexpected or sudden event which requires immediate action as a result of:

	What is covered	What is not covered
1	Broken or damaged pipes, leaks from sanitary fixtures and fittings, radiators and fixed water installations in your private home. Blockages in drains or toilet waste pipes.	<p>a) The repair of damage caused by seepage, leaking or dampness even as a result of broken or damaged piping or other installation.</p> <p>b) The repair of air-conditioning installations, electric showers, water-filtration units, hot tubs, Jacuzzis, drains and septic tanks outside your private home.</p> <p>c) Shared drainage facilities except within the boundary of your private home.</p>

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 7 - Emergency home assistance (continued)

	What is covered	What is not covered
2	Failure of the electrical supply in your private home as a result of a fault or damage to an electrical installation inside the home.	a) Repairs to lighting including (but not limited to) bulbs or fluorescent tubes, free-standing lamps and home appliances. b) Alarms or telephone systems.
3	The private home being made insecure if entry is obstructed due to: <ul style="list-style-type: none"> • Loss of keys • Damage to locks • Theft • Any other accidental cause • A child having locked themselves in a room 	Any work to: <ul style="list-style-type: none"> a) Inside doors or fittings. b) Mechanical shutters or automatic garage doors.
4	Broken glass in outside windows or doors which makes your home unsafe.	a) Mechanical shutters or automatic garage doors. b) Outside doors not directly connected or leading to your private home c) Incidences of broken glass where the property is still secure. d) Double or triple glazed units where one pane has remained intact.
5	Storm damage or any other accidental damage to the roof which makes your private home unsafe.	Damage caused by wear and tear or gradual deterioration except within the boundary of your home.
6	The complete failure or breakdown of the heating and/or hot water supply provided by the primary heating system in the private home.	Any primary heating system which has not been maintained in line with manufacturers' specifications.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 7 - Emergency home assistance (continued)

B- Follow-up services

Once we have carried out an emergency repair MAWDY will also provide the following benefits:

Alternative accommodation

If MAWDY deem your private home uninhabitable, MAWDY will contribute to the cost of overnight accommodation for up to four people at an establishment of your choice. This benefit is subject to a maximum of €50 per person and an overall limit of €200 for any one incident.

Furniture storage

If MAWDY deem your private home uninhabitable and **you** need to remove household furniture for security reasons, MAWDY will provide seven days storage for your furniture and transport the items to and from the storage facility up to a distance of 50km from your private home. This benefit is subject to a maximum of €200 for any one incident.

Urgent message relay

If an emergency occurs within your private home MAWDY can relay 2 urgent messages to a family member in this country or abroad.

Emergency services

If **you** need the phone number of an emergency service, call 01 613 3990 and MAWDY will give **you** the phone number for the hospital, Garda/police station, fire brigade or the number for whatever emergency service **you** need.

General conditions that apply to this section

MAWDY will only provide the home assistance benefits described in the policy once **you** have complied with all its terms and conditions.

This section provides home emergency assistance only. It does not replace the cover provided by Section 1-Premises and/or Section 2 Contents and does not provide for the cost of normal wear, tear, depreciation or general maintenance.

1. **You** should keep your private home in good repair.
2. **You** must replace any parts of your home which are failing or showing signs of wear and tear as soon as **you** can after **you** discover any problems.
3. MAWDY will not pay any benefit unless **you** have notified them by calling the contact number and MAWDY have authorised assistance.
4. **You** cannot transfer the benefits of your policy to anyone else.
5. MAWDY home emergency assistance cover is limited to a maximum of 4 emergency assists in any one 12-month **period of insurance**. After your fourth assistance within the **period of insurance**, the limit of home emergency assists has been reached so therefore your home emergency assistance cover no longer applies on the **policy**.
6. While MAWDY do their best to arrange prompt service for all emergencies, the service levels cannot be guaranteed at times of severe weather conditions which last for a long period of time such as bad storms. At these times there may be a shortage of tradespersons available to provide assistance.
7. MAWDY may refuse assistance if there is any risk to the safety or security of the attending tradesperson.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Section 7 - Emergency home assistance (continued)

Please note the following general exclusions that apply to the emergency home assistance section of this policy;

We will not cover the following.

1. Damage as a result of wear and tear.
2. Any work other than the emergency repair as specified.
3. Any work undertaken which is not within the private house.
4. Work **you** have carried out without our permission.
5. Any incident that could have been avoided or that was deliberate and which was caused by **you**, a member of your **household**, your **domestic employees** or any other person living in the building.
6. Damage to your **contents**.
7. Any consequential loss arising from using the home emergency assistance services.
8. More than four emergencies in any one **period of insurance**.
9. Issues within the home which existed prior to inception of this **policy**.
10. Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
11. Any assistance requests if **you** knowingly provide false or misleading information.

If **you** have a major emergency which may cause serious damage to your home or danger to **you** or anyone, **you** should contact the relevant authority or emergency services straightaway.

Disputes

If **you** are unhappy with a decision relating to this section of the **policy** **you** have the right to appeal. **You** must do this within 90 days of the disputed decision to allow **us** to

investigate the matter. If **you** would like to appeal **you** can do this by:

1. Calling the MAWDY customer contact team at 091 560650.
2. Writing to:
Customer Care Department,
MAWDY,
22-26 Prospect Hill, Galway.
3. Emailing: customer.service@mawdy.com

Complaints

MAWDY are committed to providing **you** with exceptional customer service. However, if **you** have a complaint or enquiry, please contact:

Customer Service Department
MAWDY,
22-26 Prospect Hill,
Galway H91 T3HK.
Tel: 091 560 650
Email: customer.service@mawdy.com

If **you** are still dissatisfied, **you** may contact:
The Financial Services and Pensions
Ombudsman
Third Floor, Lincoln House, Lincoln Place,
Dublin 2, D02 VH29
Phone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Holiday home special terms and conditions

These special terms and conditions apply if the **premises** is occupied as a holiday home or a holiday home let to **tenant(s)** and this is shown on your **schedule**.

1. Your **contents** does not include cover for **money** and **high value items** when **you** are not residing at the holiday home.
2. When the holiday home is **unoccupied** for more than 35 days in a row, **you** or someone authorised by **you** must inspect it internally and externally at least once every 35 days.
3. Between the 1st October and 31st March (inclusive) if the house is vacant for more than 48 hours either (i) or (ii) applies:
(i) the water supply must be turned off at the mains and the entire cold-water system must be drained down;
OR
(ii) the holiday home must have a fully operational thermostatically controlled central heating system that is set to maintain a minimum constant temperature of 5 degrees celsius or 41 degrees fahrenheit throughout the holiday home (including the attic).
4. Where the holiday home has been **unoccupied** for more than 35 days in a row immediately prior to the loss or damage and the terms and conditions have been complied with, cover will still apply for the following events:
 - water damage,
 - theft or attempted theft,
 - escape or overflow of oil,
 - malicious damage and vandalism,

- breakage of fixed glass and sanitary fittings or breakage of glass,
- finding and fixing a leak,
- loss of oil.

5. If **accidental damage** cover is selected and displayed on your **schedule**, your **policy** covers **accidental damage** to any part of the private house, or to the **contents** of any part of the private house, which is lent, let, sublet or accommodating **paying guests**.

Where the holiday home is let to tenant(s)

The exclusion regarding "profession, trade or business" referred to under "Section 3: Liability to Others" does not apply to your business as a landlord of the **premises** specified in your **schedule**.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Landlords special terms and conditions

These special terms and conditions apply if the **premises** is let to **tenant(s)** and this is shown on your **schedule**.

The **premises** is let to **tenant(s)** in the number of units shown on your **schedule**.

Your **contents** does not include cover for **money** and **high value items**.

If **accidental damage** cover is selected and displayed on your **schedule**, your **policy** covers **accidental damage** to any part of the private house, or to the **contents** of any part of the private house, which is lent, let, sublet or accommodating **paying guests**.

The exclusion regarding "profession, trade or business" referred to under Section 3 does not apply to your business as a landlord of the **premises** specified in your **schedule**.

Under event (10) malicious damage and vandalism, the exclusion "by any person lawfully on the **premises** or any person invited onto the **premises** by **you** or a member of your **household**", under section 1 and section 2 does not apply. This includes loss or damage by malicious damage or vandalism by **tenants**. This cover is subject to an **excess** of €3,000 if the claim is under section 1: **premises** and an **excess** of €1,500 if the claim is under section 2: **contents**.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Making a claim

If **you** wish to report a new claim or discuss an existing claim **you** can call **us** on 01 6133990 (call operator charges may vary) between the hours of 9am to 5pm Monday to Friday. If calling from outside of the Republic of Ireland please call **us** on 00 353 1 6133990.

You can also post all documentation to Allianz plc, Allianz House, Merrion Road, Dublin 4, D04 Y6Y6. Please ensure that any documentation sent to **us** has either the claim reference or policy number written on it.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

How we settle claims

We will decide to settle a claim either by payment, or by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the **policy**.

Section 1, 2, 4: Premises, Contents and All Risks

In the event of a loss under these sections **we** will pay up to the sums insured noted on your **schedule**.

Under Section 1 **Premises**, in the event the property has to be rebuilt following a total or partial loss, the property will be rebuilt in line with current building regulations.

Section 5: Caravans

In the event of a loss under this section **we** will pay up to the sum insured noted on your **schedule** or the market value of the caravan/mobile home at the time of its loss or damage (whichever is the less).

Section 6: Small Craft

In the event of a loss under this section, **we** will pay up to the sum insured noted on your **schedule** except where otherwise indicated within the **policy** wording.

The settlement of any claim is subject to the terms, conditions, limits, exclusions of the **policy** and may also be subject to deductions as described below:

Excess

The amount of the **excess** is noted on the **policy schedule**. This amount will be taken from each claim unless otherwise stated in the **policy** wording.

Under insurance/average clause

You must ensure that the sums insured on your **policy** are adequate to cover the reinstatement value of each section of the

policy where applicable. The sums insured **you** select for your **premises** should reflect the cost of rebuilding your property including the fixtures and fittings, domestic outbuildings, cost of professional fees and site clearance.

If it is discovered during the course of the claims investigation, that the sum insured is less than the actual reinstatement value of the **premises** or the item **you** are claiming for, **we** may reduce the settlement of your claim by the percentage that it is underinsured by. This applies to each section of the **policy**.

Wear and tear and depreciation

Section 1: Premises

If your claim is accepted, **we** will settle on a new-for-old basis. **We** will not make any deductions for wear or tear, or depreciation, provided that:

- no unauthorised repairs, other than emergency repairs, have been carried out
- authorised repair or replacement is carried out without delay.

Section 2: Contents

If your claim is accepted, **we** will make a deduction for wear, tear and depreciation for:

- household linen,
- clothes,
- sporting equipment,
- bicycles.

For all other items, **we** will settle on a new for old basis. This means that **we** will not make a deduction for wear and tear in the event of a total loss or destruction claim. If it is a partial loss claim, **we** will pay the cost of repair (if repairs can be made). This is subject to the cost of repairs being less than the replacement value of the item(s) as new.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Claims - terms and conditions

Dispute resolution

If a dispute arising out of this **policy** cannot be settled between **us**, **you** will refer the dispute to the Financial Services and Pensions Ombudsman- please refer to the Important Information section of this **policy** for contact details. If the Financial Services and Pensions Ombudsman is unable to investigate the dispute it shall be referred to an Arbitrator in accordance with the law at the time. The Arbitrator will be jointly agreed by **you** and **us**. If **we** cannot agree on the choice of arbitrator, then **we** will ask the Chairperson of the Bar Council of Ireland to appoint the arbitrator. The making of an award shall be a condition precedent to any right of action against **us**. Differences not referred to arbitration within 12 calendar months from the date on which the Financial Services and Pensions Ombudsman confirmed that they were unable to investigate the dispute will be deemed to have been abandoned.

Appointing a public loss assessor

You are entitled to appoint a registered public loss assessor at your own expense to help **you** in the preparation and negotiation of your claim. The public loss assessor must be registered with the Central Bank of Ireland as detailed in the European Communities (Insurance Mediation) Regulations 2005.

Your duties:

The failure to comply with the duties, terms and conditions outlined will result in the declinature of your claim.

Do not negotiate

You, or any other person insured under the **policy**, or anyone else acting on your behalf must not negotiate, admit or reject any claim without our written consent.

Do not proceed

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

Notification

You must tell **us** immediately about any loss, damage, accident or incident that might give rise to a claim under the **policy** and give details of how the loss, damage, accident or incident occurred.

You must produce, at your own expense, all necessary documents including but not limited to original receipts, invoices, bank statements, valuations, photographs or any further proof to help with your claim along with any other information to support any loss.

For lost or stolen items **you** must provide a copy of the report confirming it was reported to the Gardaí where **we** request it. **You** must send **us** these documents, together with a completed claim form (if required), within 30 days of first telling **us** about the incident. If **you** do not send **us** the required documents within 30 days, **we** may decline your claim.

Send us

If **you** receive any writ, summons, notice of prosecution or other legal document, **you** must send it to **us** immediately. **You** must not answer these yourself.

Tell the Gardaí

You must advise the Gardaí or police about any incident involving theft, attempted theft or vandalism, or loss, destruction, damage or injury caused by malicious person(s) immediately upon discovery.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Claims – terms and conditions (continued)

Our rights:

Act to recover payment / subrogation

We are entitled to take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person indemnified by this **policy**, to recover any payment **we** have made under this **policy**.

Subrogation is the process whereby when **you** have the right to recoup damages and/or costs from another person, resulting from an incident which is covered under your **policy**, **we**, your insurer, are entitled to recover such amounts from the other person(s).

In the event that the other person involved in the incident is a family member or cohabitant, or someone who caused an insured incident when using your motor vehicle with your consent, **you** may have decided not to recoup any resulting damages and/or costs.

In such situations **we**:

- may not seek to recover such amounts by subrogation if that person is not insured in respect of the incident,
- may not recover an amount which exceeds what they may recover from their own insurance **policy**,
- will not require that **you** give **us** permission to recover such amounts in order for **you** to be able to claim from **us**,
- reserve the right to recover such amounts where the incident arose from serious or wilful misconduct of the other person.

In the event that the other person is your employee, **we** will not seek to recover damages and/or costs unless the incident was caused intentionally or recklessly, and with knowledge that loss or damage would probably result.

Please note that **we** may not accept any claims where your **policy** excludes any liability which is implied by agreement, and where **you** have entered such an agreement which limits your rights to recover damages and/or costs from any person in relation to any incident covered by this insurance.

Co-operation from you

We are entitled to receive full co-operation and all necessary assistance from **you** or any other person covered by the **policy**.

Defend or settle legal action

We are entitled to take over and conduct the defence or settlement of any legal action in your name or in the name of any other person covered under this **policy**.

Expert approval

We are entitled to select one or more experts of our choice.

If **you** hire any experts or contractors (other than those carrying out emergency works) without our express consent, the engagement of these experts or contractors will at all times be subject to our approval.

Full premium payment

If **you** make a claim in the current **period of insurance**, **you** must pay the full annual premium. **We** may ask for full payment of any outstanding premium before **we** pay the claim or **we** may deduct any outstanding premium from any claim payment **we** make to **you**.

Replacement or repairs

We are entitled to arrange replacement or repair through one of our approved providers, or alternatively **we** may authorise replacement or repair arranged by **you**.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Claims - terms and conditions (continued)

Salvage

We are entitled to enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to **us**.

Phased claim payments

We reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed. Once **we** agree the work to be undertaken and the estimated cost of that work **we** will release a portion of the payment to enable **you** to commence the repair or reinstatement work. **We** will release subsequent payment(s) to **you** once **we** have obtained final invoices/receipts from **you** and **we** are satisfied that the work has been completed and the repair costs have been incurred, as agreed with **you**.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Terms and conditions

Observance of conditions

The observance by **you** of the terms, conditions and **endorsements** of the **policy**, as far as they relate to anything to be done or complied with by **you**, will be a condition precedent to any liability of the company.

Cancelling this policy

You may cancel the **policy** at any time by written notice to **us**. **We** may cancel the **policy** at any time by issuing a written notice to **you** at your last known address. If there has been no claim on the **policy** **we** will return the premium for the unexpired **period of insurance** if it has been paid.

If **we** cancel the **policy** as a result of non-payment, or part payment, **we** will cancel the **policy** with effect from the last day the premium paid to **us** entitled **you** to cover.

If **you** cancel your **policy** within the first 14 working days of the **period of insurance**, no transaction charge will apply. However, if **you** cancel your **policy** after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your **policy schedule**.

If **we** cancel your **policy**, at any stage, no transaction charge will apply.

Change in terms and conditions

If **you** tell **us** about or **we** discover something that happened prior to the **policy** being taken out or prior to the renewal of your **policy** that **we** deem to be material to the **policy** **we** may change the premium or the terms and conditions or both. **We** may also add exclusions from the date the **policy** originally started or renewed with **us**.

Change to your material facts

You have an ongoing obligation to update

us if any of your material facts changes during the lifetime of this **policy**. If **you** tell **us** about the change, it may result in a change to your **policy** conditions and premium.

Claims Fraud

If **you**, or any other person insured under this **policy**:

- make a claim which is in any way false, inflated, exaggerated, or fraudulent and/or;
- support a claim with any false, inflated, exaggerated, or fraudulent documentation and/or;
- provide any with fraudulent document or fraudulent verbal or written statement,

you will forfeit all rights under this **policy** and **you** will lose all rights to pursue the claim.

In addition, **we** may:

- invoke cancellation of your **policy** and withhold any return premium due to **you** and/or;
- reduce the payment under a claim in proportion to the breach of a **policy** condition and/or;
- recover from **you** the total amount of any claim already paid under the **policy** and/or;
- seek payment from **you** for the costs involved in recovering our loss and/or;
- inform An Garda Síochána/Police Authorities of the circumstances.

Dual insurance

If there is other insurance in place providing cover for the property insured under this **policy** and where there has not been a claim, **we** will refund the portion of premium which is proportionate to the cover **we** have provided.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Terms and conditions (continued)

If an incident occurs which results in a claim, **we** will only pay our portion of the claims settlement based on cover **we** are providing.

Joint insured/multiple insured

If your property is jointly insured with one or more other people, all parties can ask for changes to the **policy** cover or to cancel the **policy**.

We require written authorisation signed by all parties to change the **policy** from joint/multiple cover to single cover or from single cover to joint/multiple cover.

We will pay any premium refunds or claims payments to all policyholders. If any financial institution has their interest noted on the **policy**, then claim payments may be made in the joint names of the financial institution and the policyholders.

Maintenance and security

You must keep the **premises** in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents. This includes but is not limited to making sure that all rooms, windows, doorways and exits are not blocked by an excessive accumulation of **contents**.

Misrepresentation

You have a duty to provide all material facts asked of **you**. When arranging this insurance over the phone, by email, via our website or through your insurance intermediary **you** declared that the answers **you** provided were, to the best of your knowledge and belief, true and complete in every respect and that **you** did not make any misrepresentations. **You** acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing **us** with answers to the questions

asked. Failure to do so may lead to the avoidance of your **policy** and/or your claim not being paid at all or alternatively only part of your claim being paid to **you**. If **you** are in any doubt about whether or not a fact is material, **you** must contact **us** or your intermediary for clarification.

If **you** tell **us** about the change, it may result in a change to your **policy** conditions and premium.

Examples of misrepresentation:

- Not answering questions truthfully;
- Failing to notify **us** of any changes to information **we** previously asked **you**;
- Deliberately misleading **us** in order to obtain a cheaper premium or more favorable **policy** terms;
- Making a false verbal or written statement to **us**;
- Providing **us** with false or forged documents.

This is not an exhaustive list and if **we** identify any misrepresentation by **you** or any other person insured under your **policy**, **we** may:

- apply a **policy** loading or recalculate your premium. In either case, an additional **premium** will be due to **us** and/or;
- apply further terms and conditions to your **policy** or reduce your cover and/or;
- invoke cancellation of your **policy** and/or;
- declare your **policy** void from the start date – **we** will treat the **policy** as if it never existed and/or;
- withhold any return **premium** due to **you**.

If **we** take any of these actions, **you** may lose all rights to pursue a claim under this **policy**.

The above is in addition to any other rights **we** have, as outlined in this document.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Terms and conditions (continued)

More than one premises insured

If **you** have more than one address insured under the **policy**, each address is insured individually for **premises** and/or **contents** and as if they were separate policies.

Mortgagee clause

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

Sanctions clause

Your **policy** will not cover **you** for any business or activity where such cover or payment of any claim would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

Special security precautions for jewellery

It is a condition of your **policy** that all items of jewellery valued in excess of €12,000 are locked in a safe that is certified to EN 1143-1 or EN1143-2 safe ratings and European standards when not being carried or worn by **you** or another authorised adult. The key(s) and/or codes to the safe must be removed to a secure place whilst the building containing the safe is vacant or unoccupied. Certified safes with a weight of less than one tonne must be adequately anchored or secured to a suitable wall or floor.

Sums insured

You must always make sure that the sums insured on the **policy** is enough for your needs.

We may adjust your sum insured at the renewal of the **policy** to help **you** keep your insurance at an adequate level. **We** will base the size of these adjustments on:

- our claims information,
- publicly available indices,
- other economic indicators.

These adjustments may not be appropriate for your needs and **you** must review your sums insured on an ongoing basis.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

General exclusions

This policy does not cover the following:

Business, trade or professional purposes

Your **policy** does not cover any property held in connection with any business, trade or professional purpose. This does not include home office equipment as detailed in the definition of **contents** in the definitions section.

Confiscation

Loss or damage due to confiscation, requisition or destruction by order of any government, or public or local authority.

Cyber risk

Your **policy** does not cover any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with cyber security risks including but not limited to:

- hacking
- phishing, smishing or other types of social engineering
- loss of, alteration of or damage to or
- access, change, transfer or disclosure or
- inability to access or
- reduction in the functionality, availability, operation or
- unauthorised access, compromise and misuse or
- infection with malicious code, virus or worm

of computer systems, hardware, data, components or peripherals. This extends to third parties who may be either directly or indirectly affected as a consequence of such cyber security risks.

Deliberate or criminal act

Your **policy** does not cover any loss or damage resulting from a deliberate or criminal act(s) caused by **you**, anyone acting

on your behalf or with your consent or your **domestic employee**.

Existing damage

Your **policy** does not cover any loss or damage which occurred or resulted from an event that happened before cover on this **policy** started.

Faulty workmanship

Your **policy** does not cover loss, damage or liability resulting from:

- faulty workmanship,
- defective design,
- using defective materials.

Fees

Your **policy** does not cover any fees **you** have to pay in preparation of any claim.

Illegal substances

Your **policy** does not cover any loss, damage or liability directly or indirectly caused by the:

- growing,
- manufacturing,
- processing,
- storing,
- possession,
- distribution.

by anyone of any drug narcotic or illegal substance or any items associated with this.

Indirect loss

Your **policy** does not cover any loss or damage that is not directly covered by the terms and conditions of this **policy**.

Loss of value

Following a claim, your **policy** does not cover any loss in value that may have occurred for any part of the **premises, contents**, all risks, caravan or small craft.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

General exclusions (continued)

Pollution or contamination

Your **policy** does not cover loss, damage or liability resulting from pollution or contamination unless this is caused by an **insured event** or results in an **insured event** occurring.

Radioactive contamination

Your **policy** does not cover any loss, destruction of, damage to any property or any legal liability directly or indirectly caused by, contributed by or resulting from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This includes any loss or expense resulting or arising from any consequential loss.

Sets and matching items

Your **policy** does not cover any item that forms part of a set, pair, suite or any other article of a uniform nature that is not damaged even when replacements cannot be matched.

We will only pay the cost of the value of the item or part(s) that has been lost or damaged.

If only part of the flooring or floor covering is damaged, **we** will pay the cost of repairing or replacing this if it is possible to match the portion that is damaged. If it is not possible to match this, **we** will pay the cost of replacing the flooring or floor covering in the room or area where the damage occurred.

Your **policy** does not cover the cost or replacing or repairing the flooring or floor covering in adjoining rooms.

Sonic boom/sonic bangs

Your **policy** does not cover loss or damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

Sulphides and/or mica

Your **policy** does not cover any loss, damage, cost, expense or liability of any nature directly or indirectly caused by, resulting from or in connection with the presence or the alleged presence of mica or/any sulphides including but not limited to pyrite and/or their derivatives.

War and terrorism

Your **policy** does not cover any loss, damage, cost, expense or liability directly or indirectly caused by, resulting from or in connection with:

- war
- invasion
- acts of foreign enemies
- hostilities or warlike operations (whether war be declared or not)
- civil war
- rebellion
- revolution
- insurrection
- civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- any act of terrorism.

An act of terrorism is defined as an act, including but not limited to, the use and/or a threat of force or violence of any person or group(s) of persons, whether acting alone, on behalf or in connection

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

General exclusions (continued)

with any organisation(s) or government(s), committed for political, religious, ideological or other purposes.

Your **policy** also does not cover the cost of maintenance.

This includes the intention to influence any government and/or to put the public, or any section of the public in fear.

Your **policy** does not cover any loss, damage, cost, expense or liability directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the events noted above.

This exclusion applies regardless of any other cause or event occurring before, after or at the same time as this event. However, if any portion of this exclusion is found to be invalid or cannot be enforced, the remainder of the cover is still effective.

If **we** say that this exclusion applies and the claim is not covered as a result, the burden on proving otherwise is on **the insured**.

Wear and tear as undernoted

Your **policy** does not cover loss or damage caused by:

- Wear, tear, rust or corrosion.
- Gradual deterioration or any gradually operating cause.
- Mildew, rising damp, dry/wet rot, moth, vermin, pests, insects, atmospheric or climatic conditions.
- Damage caused by any process of cleaning, dyeing, repairing or restoring any article.
- Mechanical, electrical or electronic defects, breakdown or malfunction.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Endorsements

The endorsements listed below only apply on your **policy** if they are noted on your **schedule**.

E01 – Security precautions 1

It is a condition of your **policy** that:

- (a) all external doors are fitted with door locks and
- (b) all French windows and/or patio doors are fitted with security locks and
- (c) all ground floor windows and other accessible opening windows are fitted with window locks.

All locks need to be locked at night and when the **premises** is left vacant or **unoccupied**.

E02 – Security precautions 2

It is a condition that **you** must maintain the alarm installation as recommended by the suppliers. **You** must have the alarm switched on and in service when the **premises** is left vacant or unoccupied by members of your **household**.

E06 – Paying guests

The benefit provided under the **policy** for the accommodation of up to 6 **paying guests** is increased to a maximum of 12 **paying guests**.

E07 – Let to tenants

The **premises** is let to **tenants** in the number of units shown on the **schedule**. Please refer to the landlords terms and conditions section of the **policy** wording.

E08 – Premises used partly for business purposes, other than a home office

The **premises** is partly occupied in connection with your business as disclosed

to **us**. Within that portion of the **premises** no cover is provided for **money** or **high value item(s)** and **accidental damage to contents** is not included (whether indicated or not on your **schedule**). The cover provided for theft or attempted theft of **contents** only applies if accompanied by violent and forcible entry to or exit from the **premises** and/or threat of violence to a person and is subject to all other terms, limitations and exceptions otherwise specified in this **policy**.

The exclusion regarding “profession, trade or business” referred to under the Liability to Others section does not apply to your business as disclosed. No cover is provided by this **policy** for any amount which **you** might become legally liable to pay for death, injury, illness or loss or damage caused by remedial, professional or other advice or treatment - other than medical first aid treatment - given or administered or omitted by **you**, or by any of your servants, employees or agents.

E10 – Non-standard construction

It is noted that the private house is constructed of the materials disclosed to **us** and not as outlined in the **premises** definition.

E12 – Home office equipment

The amount of €4,000, included within the **contents** section, is increased to the amount stated on your **schedule**.

E13 – Restriction and/or exclusion of certain covers

Your **policy** restricts and/or excludes cover as detailed on your **schedule**.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Endorsements (continued)

(operative only if indicated on your schedule)

E14 - Fire cover only

The cover provided by your **policy** is limited to - "fire, explosion, lightning, earthquake and thunderbolt". No other cover is provided by your **policy**.

E15 - Fire & homeowners liability

The cover provided by your **policy** is limited to - "fire, explosion, lightning, earthquake and thunderbolt" and all amounts **you** legally have to pay as owner of the **premises** for accidents happening on or about the **premises**. No other cover is provided by your **policy**.

E17 - Self insurance clause

You will be responsible for an agreed portion of the all risk item specified on your **policy**. The details will be noted in your **schedule**.

E18 - Settings

It is a condition of all risks cover that the settings of any item of jewellery valued in excess of €12,000 be checked by a jeweller at least once every two years and that any repairs be undertaken in line with the jeweller's recommendations.

E46 - No claims discount (NCD)

The no claims discount (NCD) is a reduction to the price of your insurance that **you** receive if **you** have not made a claim.

If **you** make no claim during the **period of insurance** your NCD will increase by one year.

Here is how the scale operates if **you** make one claim during the **period of insurance**:

No. of claims made	Current no. of years claims free	No of years the NCD will be stepped back to
1	5-9 Years	2 Years
1	4 Years	1 Years
1	0-3 Years	0 Years

Here is how the scale operates if **you** make 2 or more claims during the **period of insurance**:

No. of claims made	Current no. of years claims free	No of years the NCD will be stepped back to
2 or more	5-9 Years	0 Years
2 or more	4 Years	0 Years
2 or more	0-3 Years	0 Years

If **you** make a claim after **we** have issued your renewal, **we** reserve the right to step back your NCD at the following renewal.

The maximum NCD is 9 years.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Endorsements (continued)

(operative only if indicated on your schedule)

F01 - Flood exclusion

Your **policy** does not cover loss or damage caused by **flood**. **Flood** is defined as an accumulation of water which occurs from a sudden and rapid build-up of water on the ground level which comes from an external source and/or by an extremely heavy or persistent down pour of rain.

S01 - Subsidence exclusion

This **policy** does not cover loss or damage caused by any of the following:

- a) subsidence or ground heave of any part of the site on which the house stands, or landslip,
- b) freezing or an escape or overflow of water from within any underground plumbing or heating system,
- c) **accidental damage** to buildings.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Safety precautions

Fire prevention

Electrical appliances

Electrical sockets should not be overloaded. The ideal is one appliance, one socket. Replace worn flexes immediately and unplug all appliances when not in use.

Heating appliances

Keep heaters away from furniture, curtains and bedclothes. Never move or refuel an oil or gas heater while it is lighting.

Open fires

Never leave a room without putting a spark guard in front of the fire. Have your chimney swept regularly - at least twice a year.

Cooking

Keep all electrical flexes off cooker rings or hobs. Be especially careful with chip pans, they should never be left unattended on a lighted cooker.

Smoke alarm

You should install at least one smoke alarm in your house.

At night

Unplug all electrical appliances - especially the TV set. Close doors to all rooms as this will help to contain fire and **smoke** should a fire break out.

Water damage

Every year severe winter conditions cause pipes to freeze and burst. The ensuing water damage to your house and **contents** can be quite substantial. **We** recommend that **you** take precautions to help reduce, or prevent, loss or damage of this nature in the winter months.

All pipes and tanks should be fully lagged. Leave the underside of attic tanks unlagged to ensure rising warmth can reach them. Inspect your cold water tank for rust/corrosion.

In winter

Most damage tends to occur while people are away from home. If **you** are away for a few days, unless your heating is being left on: Turn off the water supply at the mains and drain your domestic hot/cold water system by letting the taps run.

Caution. When **you** return home do not light your boiler until the system is completely filled. Refill slowly to avoid airlocks.

Burglary prevention

While your insurance covers the financial loss **you** suffer as a result of a break-in, nothing can protect **you** from the emotional trauma and shock suffered when a stranger ransacks your home and rummages through your belongings. However, there is a lot **you** can do to help prevent it happening in the first place.

All external doors

Fit five-lever mortice deadlocks (or their equivalent) to all external doors and **you** should lock these doors even if **you** are out for just a short time.

All accessible windows

A large number of break-ins occur through windows. Fit security locks to all accessible windows, especially those on the ground floor or near drainpipes or flat roofs.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Safety precautions (continued)

Going out at night

When **you** go out for the evening, it's a good idea to draw the curtains and leave a light on in the living room or a bedroom. Leaving the hall light on is not a good deterrent. Keep your garage/garden shed locked. Do not leave garden implements, especially ladders, lying around. These could help a thief gain access to your home.

Going on holiday

When **you** go away on holiday, cancel all deliveries, i.e. milk, newspapers etc.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Important information in relation to your Allianz policy

Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, Companies Registration No. 143108. Vat no 4887986M.

Our contact details are:

tel: +353 1 6133000,

fax: +353 1 6134444, and

email: info@allianz.ie.

Regulatory status

Allianz p.l.c is regulated by the Central Bank of Ireland.

What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products. When dealing directly with personal customers **we** underwrite general insurance products on a non-advised information only basis.

How we charge

The charge for our services is the premium (including, where applicable, a government levy). This premium and any optional covers are separately set out in your **schedule**/renewal notice.

Policy alteration, additional and return premiums

Where your **policy** is altered during any **period of insurance we** will recalculate your premium. This may result in an additional premium due to **us**, or a return premium due to **you**. A premium transaction charge may be applied to all such alterations,

as detailed in your **schedule**. **We** will only charge or refund **you** provided the total amount, including the premium transaction charge, is greater than or equal to the amount detailed in your **schedule**. Where applicable, a government levy will be applied to your premium calculations.

Alteration to terms and conditions

In the event of a claim **we** may advise **you**, at the time of your next renewal, of altered **policy** terms and conditions which increase your premium and/or **excess**, and/or reduce cover.

Language

Your **policy** and all communications with **you** or by **you** to **us** will be in English.

Governing law

You and **we** may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless **we** agree with **you** otherwise in writing. The courts of the Republic of Ireland will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the dispute resolution clause of this **policy**.

Default of payment and/or breach of conditions

If **you** fail to pay your premium (including direct debits) breach certain conditions of your **policy**, **we** may revoke or cancel your **policy**.

Where the premium or part of it remains unpaid, **we** may pursue **you** for payment of any outstanding balance.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Important information in relation to your Allianz policy (continued)

Right of withdrawal

You have the right to withdraw from this **policy**, provided **you** have not made a total loss claim, within 14 working days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which **you** receive the full terms and conditions of your **policy**.

Withdrawal effectively means that no **policy** was ever in place, and **you** may exercise this right by notice in writing to **us** at the address given above, quoting your policy number. Should **you** exercise this right **we** will refund **you** any part of your premium **you** have paid less an administration charge as detailed in your **schedule**. Please note that the right of withdrawal does not apply if the insurance **policy** under which insurance cover is provided is for less than 1 month.

Complaints

We aim to deliver the very highest standards of customer care. If **you** have any enquiry or complaint, please contact, with your **policy**/quote number and details: Chief Customer Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, Tel: +353 1 6133000, email: info@allianz.ie.

If your complaint is not resolved to your satisfaction and **you** remain dissatisfied with our final response to your complaint **you** can refer your complaint to:

Financial Services and Pensions
Ombudsman
Lincoln House, Lincoln Place
Dublin 2, D02 VH29
Tel: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

If **you** are a resident of Northern Ireland, **you** may also refer your complaint to the Financial Ombudsman Service. **You** must do this within six months of the date of our decision. The contact details are:
The Financial Ombudsman Service,
Exchange Tower, London E14 9SR,
Telephone 0800 023 4567,
Fax 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk.

Compensation

Please note that in the event of Allianz being unable to pay a claim, **you** may be entitled to compensation from the Insurance Compensation Fund in Ireland.

Call recording

Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

Note: For exclusions which apply to the whole of your **policy** see the general exclusions section.

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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