

Home Insurance Policy



Energy for
generations



Allianz 

Helpful Numbers

ESB Staff Insurance Scheme (01) 702 6699
(01) 702 7126

Claim Notification: 1890 77 99 99
Call Operator Charges May Vary

24 Hour Emergency Helpline Service: 1890 77 99 99
Call Operator Charges May Vary

DAS Identity Theft Legal Protection Helpline: 1890 252 922
Call Operator Charges May Vary

In the event of a sudden emergency in **your** home such as roof damage, a burst pipe or broken window, **we** provide rapid access to tradesmen and repairs. The number to dial is shown above, and the service operates 24 hours a day, 365 days a year.

Payment of the bill is **your** responsibility. However, if the damage is covered by **your** policy, **we** will reimburse **you** for the bill, less any **excess**.

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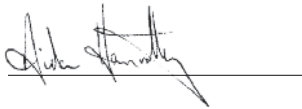
Introduction

We are very pleased to introduce **you** to the Allianz/ESB Household Insurance Policy and thank **you** for insuring with **us**.

Please read this **policy** carefully to ensure that it provides the cover **you** require. If the **schedule** details do not agree with the details completed on **your** statement of fact or **proposal** form then please contact **us** immediately.

We will, subject to the terms, conditions, limitations and exclusions of this **policy**, indemnify **you** against loss, damage or legal liability which occurs during any **period of insurance** for which **you** have paid or agree to pay the premium.

On behalf of Allianz p.l.c.

A handwritten signature in black ink, appearing to read 'Aidan Hanratty', is written over a solid horizontal line.

Aidan Hanratty
Member of the Board of Management
Director Underwriting

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 1990 (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 applicable to the Home Insurance Section

Throughout the text, certain words have specific meaning wherever they appear in bold print and these are defined below.

These words have the same meaning wherever they are used in the policy or schedule.

Accidental Damage	Damage immediately caused by external means other than a deliberate act of the insured
Betterment	Increase in value following repair or replacement.
Bodily Injury	Accidental injury, accidental death, accidental disease or accidental illness of any person
Buildings	The structure at the risk address , fitted kitchens, fitted furniture, decorations, its domestic outbuildings, garages, septic tanks, greenhouses, swimming pools, permanently sited hot tubs, tennis courts, paved terraces, walls, fences, hedges less than 2m high, gates, patios, paths, drives, television or radio aerials, aerial fittings and masts including satellite dish, solar panels and heat exchange units securely attached to the roof of the building, landlords fixtures and fittings to the building, fitted wooden or laminated flooring, tiling, kitchen, bathroom or bedroom units and their integrated appliances all on the same site.
Business Equipment	Computers, keyboards, visual display units and printers, word processing equipment, desk top publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by you or any member of your household but excluding business equipment otherwise insured.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Definitions applicable to the Home Insurance Section (contd.)

<p>Company</p>	<p>The word “company” wherever it appears shall be deemed to mean Allianz p.l.c.</p>
<p>Contents</p>	<p>All items including money belonging to you or members of your household normally residing with you, or for which you are legally responsible, contained within your home, garage, greenhouses or domestic outbuildings.</p> <p>Solely in respect of fixtures and fittings for which you are responsible as occupier of the buildings including aerials, satellite aerials and their fittings and masts where the policyholder is either a rent paying tenant or owner occupier of an apartment</p> <p>Contents does not include motor vehicles, motor cycles, caravans, trailers, boats, vessels, aircraft or parts or accessories intended for use on or in any of them, animals of any description, plants, trees and shrubs in the garden, items used for business purposes (other than business equipment) and property which is more specifically insured.</p>
<p>Domestic Employee</p>	<p>Any person under a contract of service with you which is solely for private domestic duties including gardeners, persons carrying out repair work, other temporary or casual employees, other than contractors or persons engaged solely for the purposes of demolition, non maintenance alterations, extensions or renovations to any part of the risk address.</p>
<p>Effective Date</p>	<p>This is the date stated in the schedule on which cover will commence.</p>

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Definitions Applicable to the Home Insurance Section (contd.)

Endorsement	An amendment to your policy
Excess	The amount you must pay as part of certain claims. This amount will be shown in the schedule and in respect of some perils will be shown in this document. If claims are made under two or more sections for loss or damage resulting from the same cause at the same time, only one excess will be deducted from the total amount of the claim payment. If the total amount of the claim is greater than the limit stated then the excess will be deducted from the amount of the claim.
Fees	Architects, surveyors and other professional fees which you have to pay in connection with repairing or reinstating the buildings
Geographical Limits	Member States of the European Union and Switzerland
Ground Heave	Upward movement or expansion of the site on which the building stands due to the removal of load from it or to actions within the site itself
High Risk Items	All articles of gold, silver or other precious metal, jewellery, furs, pictures or other works of art, collection of stamps or coins.
He, Him, His	The words " he ", " him " and " his " herein also mean respectfully and if applicable " she " or " it ", " her " or " it ".
Household /Family	You and your domestic partner and members of your family (including foster children) and their domestic partners and anybody else who normally and permanently resides with you at your home.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Definitions Applicable to the Home Insurance Section (contd.)

Household Linen	Sheets, pillowcases, valances, duvets, duvet covers, towels, tea towels, tablecloths, curtains and the like made of any material.
Insured	The insured named in the policy schedule . Their domestic partner and members of his/her family and their domestic partners who normally reside with the insured at the time of the loss or solely in respect of cover for contents temporarily removed, such persons as defined above residing in rented accommodation whilst attending full time education. Your resident domestic employees .
Integrated Appliances	Devices designed for a specific task which are fixed to or form part of the buildings or of fittings to the buildings .
Landslip	Downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.
Larceny	Theft of insured property by persons having access or invited onto the premises with the insured's consent.
Local Authority Requirements	<p>The additional costs you have to pay to meet local authority requirements requirements when repairing or reinstating damage to the buildings.</p> <p>Costs not covered: Any cost for complying with requirements or regulations of which you have been advised before the loss damage or destruction occurred.</p>
Loss of Eye	Physical loss of an eye or permanent and total loss of sight in one or both eyes.

Definitions Applicable to the Home Insurance Section (contd.)

Loss of Limb	Means loss of one or more limbs. In the case of a lower limb, loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot. In the case of an upper limb, loss by physical severance of entire four fingers or permanent total loss of use of an entire arm or hand.
Material Fact	Any information or circumstance concerning you the cover or the property to be insured which may affect the terms or conditions or premium payable in respect of the insurance. If you are in any doubt as to whether the information may be material such information should be disclosed. Please refer to paragraph G in the Risk Management Guide.
Mobile Home	The term “ mobile home ” is deemed to include the term “trailer tent” or “trailer caravan”
Money	Cash, bank and currency notes, cheques, money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens
Motor Vehicle	Any mechanically or electrically propelled or assisted conveyance, except ride-on lawnmowers or invalid wheelchairs
Permanent Total Disablement	Permanent total disablement other than by loss of limb or eye from gainful employment of any and every kind. Such disablement proved to our reasonable satisfaction permanent without any expectation of recovery
Period of Insurance	The period for which we have accepted your premium and issued a schedule of insurance.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Definitions Applicable to the Home Insurance Section (contd.)

Policy	The documents consisting of your proposal or statement of fact, this policy document, your schedule and any endorsements
Proposal	Any information and other accompanying details or information provided by you or on your behalf which may affect terms, conditions or premiums payable in respect of this policy
Reasonable	Using sound or moderate judgement without making unfair demands
Removal of Debris	Any amount we agree to pay for removing debris, demolishing, propping or shoring up parts of the buildings which have been damaged
Risk Address	The house, bungalow or self-contained purpose built apartment at the address shown in the schedule
Schedule	The document which describes you and the sum insured and any details of your policy that are specific to you
Settlement	The downward movement of the site on which the buildings stand due to the application of superimposed loading from the buildings
Storm	An atmospheric disturbance with strong winds which is capable of causing damage to a building which is in sound condition and good repair
Subsidence	The downward movement of a site on which the buildings stand, from causes unconnected with loading from the buildings

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Definitions Applicable to the Home Insurance Section (contd.)

Sum Insured	The amount shown in your schedule or subsequent renewal notice subject to index linking (as appropriate).
Unoccupied	Not lived in by you or any member of your household or by any other person with your permission
Visitor	Any person who does not normally or permanently reside at the risk address and who is not a paying guest but who is resident at the time of a loss
We/Us/Our	Allianz p.l.c
You/Your	The person(s) named as insured in the schedule .

Section 1: Insurance of the Buildings

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss, damage or destruction to the **buildings**, as defined, from any cause except those shown in “**Restrictions/Reductions in Cover**” below and subject to the Terms, Conditions and Exclusions of the **policy**.

Extensions to the cover provided under Section 1:-

1. Alternative Accommodation and Loss of Rent:

If the **buildings**, as defined, are made uninhabitable as a consequence of loss damage or destruction to the **buildings** which are insured under this section, **we** will pay **you** as owner or occupier of the **buildings** the **reasonable** additional costs necessarily incurred by **you** for comparable alternative accommodation for **you** and members of **your household** normally residing with **you** or for the loss of the rent which **you** are unable to recover during the period necessary to restore the **buildings** to habitable condition.

Reasonable additional costs to kennel domestic **family** pets during the period that alternative accommodation is required.

The maximum amount payable under this section shall not however exceed 20% of the **sum insured** on the

buildings and is limited to the period necessary to restore the **buildings** to habitable condition.

If a claim is made under Section 1 and or Section 2 the maximum amount payable will be the higher of the two amounts.

2. Automatic Reinstatement of the Sum Insured:

The **sum insured** under this section will not be reduced following any claim provided **you** carry out all recommendations **we** may make to prevent further damage and the damage is made good without delay.

3. Damage to Underground Services:

Loss damage or destruction, for which **you** are legally responsible, to cables or underground services supplying the insured **buildings**.

4. Trace and Access:

The cost of removing and replacing any part of the **buildings** necessary to repair:

- i. a **household** heating or water system which has caused an escape of water
- ii. an electrical system which has caused an interruption to the electricity supply
- iii. any underground cable or service supplying the insured **buildings** for which **you** are legally responsible

Section 1: Insurance of the Buildings (Contd.)

The maximum amount payable is €2,000.

pay for **fees** incurred without **our** permission.

5. Sale of the Home

If **you** enter into a contract to sell **your** interest in the **buildings** insured by this section, and between the exchange of contracts and completion of the sale, the **buildings** are damaged by any cause insured under this section, the purchaser shall be entitled to the benefit of this insurance in respect of such loss damage or destruction when the sale is completed provided the **buildings** are not otherwise insured on behalf of the purchaser.

The maximum amount payable is €12,750.

8. Adaptation of Home following Disability

The cost of adapting the **buildings** for wheelchair access in the event that a member of **your household** suffers disablement as a result of an accident occurring during the **period of insurance**, which requires them to use a wheelchair for mobility which will in all probability continue for the remainder of their natural life.

6. Fire Brigade Charges

Charges levied by a fire authority in accordance with the provisions of The Fire Service Act 1981 or amendments thereto, in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which give rise to a valid claim under the **policy**. The maximum amount payable is €5,000.

The maximum amount payable is €10,000.

9. Landscaping and Plants

Vouched expenses incurred to reinstate **your** garden, within the boundaries of the Home, following damage as a result of any of the causes insured under the **buildings** section of this **policy**.

If a claim is made under Section 1 and or Section 2 the maximum amount payable of €5,000 applies.

The maximum amount payable is €2,000.

7. Legal Fees

Legal **fees** which **you** have to pay to repossess **your buildings** following occupation by squatters. **We** will not

Exclusion: Damage occurring after **your** home has been **unoccupied** for 60 consecutive days.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 1: Insurance of the Buildings (Contd.)

10. Emergency Access to Buildings

Damage caused to the **buildings**, including costs to reinstate **your** garden within the boundaries of the home, by the Emergency Services, for the purposes of gaining entry to **your** home following an incident

The most **we** will pay for a claim is €2,000.

11. The insured is indemnified against Liability at Law in respect of the following Property Owner's Liability:

We will insure **you** for any amounts **you** become legally liable to pay as owner (but not as occupier) of the **buildings** or the land on which the **buildings** stand in respect of,

1. **Bodily injury**, death or disease of any person,
2. Accidental loss of or damage to property, occurring during the **period of insurance**.

Excluding:

- (a) injury, death or disease of any **domestic employee** or any member of **your family** residing in the **buildings** at the time of the occurrence giving rise to the claim.

- (b) Loss of or damage to property owned by or in the custody or control of any **domestic employee** or any member of **your family** residing in the **buildings** at the time of the occurrence giving rise to the claim.

But not in respect of the liability directly or indirectly arising from:

- (i) **Your** business, trade, profession or employment other than the provision in the **buildings** of
 - (a) a child minding service for up to four children
 - (b) accommodation for up to six paying guests
 - (c) an office or room in **your buildings** used by **you** as an employee of the ESB and or its subsidiary companies solely in respect of clerical and administration duties carried out by **you** for and on behalf of the ESB and or its subsidiary companies.

Excluding liability arising out of any breach of professional duty or service whether of omission or commission

- (ii) ownership/possession or use of lifts, other than domestic lifts in the **buildings**, mechanically or electrically propelled vehicles (other than domestic gardening

Section 1: Insurance of the Buildings (Contd.)

implements or invalid wheelchairs)
caravans or trailers.

- (iii) an agreement unless the liability would have existed without the agreement.
- (iv) The transmission of any communicable disease.
- (v) Asbestos
 1. Where the **risk address** is the main private dwelling of the **insured** the following exclusion applies in relation to asbestos
 - (a) **Liability** arising, directly or indirectly, out of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos will be restricted to one loss, being defined as any one claim in respect of any one person,
 - (b) Notwithstanding (a) above, the cost of cleaning up, or removal of, or damage to property arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos,

asbestos fibres or derivatives of asbestos will be excluded, but only to the extent that such claim arises from a requirement to clean up, remove or from damage caused due to actual, or concerns for the possibility of, harm to the health or wellbeing of any person due to the presence of any asbestos, asbestos fibres or any derivatives of asbestos.

2. Where the **risk address** is a holiday home or a residential investment property no cover applies, howsoever caused, arising directly or indirectly from asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos

If **you** should die, **your** legal personal representatives will have the protection of this sub section.

The amount payable under Section 1 sub Section 11 in respect of any number of claims arising out of one occurrence shall not exceed €3,000,000 in total plus any other costs,

Section 1: Insurance of the Buildings (Contd.)

expenses and solicitors fees which you have to pay, provided we confirm our agreement in writing.

Section 1: Restrictions / Reductions in Cover

The cover provided under this section is restricted and or reduced as follows:

(a) The company will not be responsible for:

1. The **excess** shown on **your schedule** in respect of all claims for loss, destruction or damage arising from any cause other than liability claims and those shown in 2 or 3 below.
2. The **excess** shown on **your schedule** in respect of all claims for loss, destruction, or damage consequent upon **subsidence** or **landslip** or **ground heave**.
3. The **excess** shown on **your schedule** in respect of all claims for loss, destruction or damage consequent upon all escape of water or liquid.

(b) Excluded Occurrences:

No cover is provided under this **policy** in respect of loss, damage or destruction directly caused by:

1. Wear and tear or lack of normal maintenance.

2. Atmospheric or climatic conditions (other than lightning, **storm**, flood, snow, frost or earthquake), or atmospheric pollution or contamination.
3. **Settlement** or shrinkage.
4. Wet or dry rot.
5. Vermin, insects, fungus.
6. Gradually operating cause.
7. Demolition of or structural alteration or structural repair to the **buildings**.
8. Faulty workmanship, defective design or the use of defective materials.
9. Coastal or river erosion.
10. Mechanical or electrical breakdown.
11. Scratching, scorching, abrading or denting.
12. **Storm** damage to fences and gates other than to metal gates up to a maximum amount payable of €1,000.
13. Damage arising from delay, confiscation, detention, seizure or any attempt thereof by any lawful authority.

But not excluding any subsequent loss, damage or destruction, which itself results from a cause not otherwise excluded.

Section 1: Insurance of the Buildings (Contd.)

(c) **Restrictions in Cover in a Period of Unoccupancy:**

When the premises are left **unoccupied** for more than 60 consecutive days, no cover shall apply under this **policy** in respect of loss, damage or destruction arising as a result of:

- (i) freezing of, or escape of water from any fixed domestic water installation or escape of oil from any fixed oil fired heating installation.
- (ii) the acts of malicious persons or vandals (other than fire).
- (iii) stealing or attempted stealing.

(d) **Use of the premises for business or professional purposes:**

Unless specifically agreed by the **company** no cover shall apply under this **policy** if any business, profession or trade is carried on at the **risk address** shown on the **schedule** other than

- (a) child minding service for up to four children
- (b) accommodation for up to six paying guests
- (c) an office or room in **your buildings** used by **you** as an employee of the ESB and or its subsidiary companies solely in respect of clerical and administrative duties carried out

by **you** for and on behalf of the ESB and or its subsidiary companies.

Excluding liability arising out of any breach of professional duty or service whether of omission or commission.

Claims Settlement

The **company** will pay the cost of the work carried out in repairing or replacing the damaged parts of the **buildings** including **fees** and associated costs (other than those incurred in preparing any claim), but not the cost of complying with building regulations, local authority or other statutory requirements, if notice of the need to comply was served upon **you** before the damage occurred or these relate to undamaged parts of the **buildings**.

If the **buildings** have not been maintained in good repair, **we** will pay the cost of repair and replacement less a deduction for wear and tear.

If repair or replacement is not commenced and completed with **reasonable** dispatch, **we** will instead pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the **buildings** if repair had been carried out without delay.

Section 1: Insurance of the Buildings (Contd.)

The maximum amount payable in respect of any one incident (less any **excess**) is:

Buildings including fees , removal of debris and local authority requirements	The sum insured
Fire Brigade Charges	€5,000
Trace and Access	€2,000
Legal fees	€12,750
Alternative Accommodation	20% of Buildings sum insured

Storm damage to metal gates €1,000

Where any article forms part of a set, pair or suite, the **company** will be liable only for the value of the particular part or parts which have been lost or damaged and will not be liable for the full value of the set, pair or suite as a unit.

Under Insurance Clause:

If the **sum insured** at the time of loss or damage is less than the cost of replacing all of the property **insured**, the **company** will pay only for the proportion of the loss or damage which the **sum insured** bears to such costs.

Section 2: Insurance of the Contents

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss, damage or destruction to the **contents**, as defined, from any cause except those shown in "Restrictions/Reductions in Cover" below and subject to the Terms, Conditions and Exclusions of the **policy**.

Extensions to the Cover Provided Under Section 2:

1. Alternative Accommodation and Loss of Rent:

If the **buildings**, as described in the **schedule**, are made uninhabitable as a consequence of loss damage or destruction to the **contents** which are insured under this section, **we** will pay **you** the **reasonable** additional costs necessarily incurred by **you** for comparable alternative accommodation for **you** and members of **your household** normally residing with **you** or for the loss of the rent which **you** are unable to recover during the period necessary to restore the **buildings** to habitable condition.

Reasonable additional costs to kennel domestic **family** pets during the period that alternative

accommodation is required.

The maximum amount payable under this section shall not however exceed 50% of the **sum insured** on the **contents** and is limited to the period necessary to restore the **buildings** to habitable condition.

If a claim is made under Section 1 and or Section 2 the maximum amount payable will be the higher of the two amounts.

2. Automatic Reinstatement of the Sum Insured:

The **sum insured** under this section will not be reduced following a claim provided **you** carry out all recommendations **we** may make to prevent further loss or damage.

3. Contents in the Open:

Loss or damage to the **contents** by stealing or attempted stealing or loss, damage or destruction by any other insured event up to an amount of €1,000 whilst the **contents** are in the open within the boundaries of the land belonging to **your buildings**.

4. Door Locks Replacement:

Replacement and installation of locks of any external door of **your buildings** or any garage or domestic outbuildings or any domestic safe or

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 2: Insurance of the Contents (Contd.)

burglar alarm keyswitch if the keys have been lost or damaged. The maximum amount payable is €1,000.

5. Loss of Food in Freezer:

Loss, damage or destruction to food in a freezer caused by a rise or fall in temperature provided the loss, damage or destruction does not arise from **your** deliberate act, or that of any power supply authority, or the withholding or restricting of power by such authority or regulator. The maximum amount payable under this extension is €2,000.

6. Garden Furniture, Garden Ornaments and Permanent Outdoor Playground Toys Cover:

Loss damage or destruction caused by an insured event (**accidental damage** excluded) to garden furniture, garden ornaments and playground toys designed and constructed for permanent outdoor use, which are in the open and within the boundary of the land belonging to the **buildings** up to a limit of €3,000.

7. Loss of Personal Money:

The **company** will protect **you** against loss of **money** belonging to **you** and kept and used solely for private, social and domestic purposes occurring anywhere within the Republic of

Ireland, Northern Ireland, England, Scotland, Wales, the Isle of Man, the Channel Islands and in addition, cover will be provided whilst temporarily elsewhere in **your** custody. The maximum amount payable under this extension is €500.

The **excess** applicable for personal **money** is €35.

8. Temporary Removal:

Loss, destruction or damage to the **contents** whilst temporarily removed to any building within the **geographical limits** referred to in this policy.

Excluding:

- (a) Stealing not involving forcible and violent entry to or exit from any building.
- (b) Any property at or in transit to or from an exhibition, furniture depository or sale room.
- (c) **Accidental damage.**

The maximum amount payable under this extension is the **sum insured** on **contents**.

9. Unauthorised Use of Credit Cards:

Financial loss resulting from the unauthorised use of personal cheques, postal orders, bank cash cards, store charge cards, debit cards,

Section 2: Insurance of the Contents (Contd.)

and or credit cards which have been stolen provided **you** notify the appropriate issuing house within 24 hours of the discovery of the loss.

The maximum amount payable under this extension is €2,500.

10. Fire Brigade Charges:

Charges levied by a fire authority in accordance with the provisions of The Fire Service Act 1981 or amendments thereto, in controlling or extinguishing fire affecting (or threatening to affect) the **buildings** in circumstances which give rise to a valid claim under the **policy**.

The maximum amount payable is €5,000.

If a claim is made under Section 1 and or Section 2 the maximum amount payable of €5,000 applies.

11. Jury Service

A benefit of €50 per day up to a maximum amount of €700 is payable to **you** for each day or part day attended at Court by **you** or **your** domestic partner for jury service as long as **you** give **us** satisfactory written proof of **your** jury service. The **excess** shown in **your schedule** is not applicable.

12. Visitors Effects:

Loss or damage to **your visitor's** personal effects not more specifically insured by another **policy** up to an amount of €2,000.

Visitor's personal effects are defined as luggage, clothing, sports, musical and photographic equipment, Jewellery and other items normally worn or carried about the person including **money** up to €500.

13. Contents Sum Insured Temporarily Increased:

The **contents sum insured** is automatically increased by 10% in respect of:

- (1) Christmas Gifts – the cost of replacing **your** Christmas Gifts if they are lost or damaged by any cause insured under this section while in **your** home during the months of December and January.
- (2) Wedding Gifts – the cost of replacing Wedding Gifts if they are lost or damaged by any cause insured under this section, while in **your** home for a period of 30 days before and after the wedding day of **you** or a member of **your household**.

Section 2: Insurance of the Contents (Contd.)

14. Title Deeds:

We will pay up to €1,000 for the cost of replacing **your** title deeds when lost or damaged in **your** home, or lodged with a bank, building society, security depository or solicitor. The **excess** shown in **your schedule** is not applicable.

15. Loss of Metered Water

We will pay for the loss of metered water following damage to the domestic water or heating installation at **your buildings** provided the damage was not caused deliberately by **you** or any member of **your household**.

The maximum amount payable is €2,000.

16. Loss of Heating Oil

We will pay for loss of heating oil at **your buildings** provided the damage was not caused deliberately by **you** or any member of **your household**.

17. The insured is Indemnified Against Liability at Law in Respect of the Following:

17.1 Liability to the Public:

We will insure **you** for any amounts **you** become legally liable to pay as occupier (but not as owner) of the **buildings** or the land on which the **buildings** stand in respect of,

1. Accidental **bodily injury**, death or disease of any person

Excluding:

Injury, death or disease of any **domestic employee** or any member of **your family** residing in the **buildings** at the time of the occurrence giving rise to the claim.

2. Accidental loss of or damage to property occurring during the **period of insurance**

Excluding:

Loss of or damage to property owned by or in the custody or control of any **domestic employee** or any member of **your family** residing in the **buildings** at the time of the occurrence giving rise to the claim.

Section 2: Insurance of the Contents (Contd.)

But not in respect of liability directly or indirectly arising from:

- (i) **Your** business, trade, profession or employment (unless specifically agreed by the **company**) other than the provision in the **buildings** of
 - (a) child minding service for up to four children
 - (b) accommodation for up to six paying guests
 - (c) an office or room in **your buildings** used by **you** as an employee of the ESB and or its subsidiary companies solely in respect of clerical and administrative duties carried out by **you** for and on behalf of the ESB and or its subsidiary companies excluding liability arising out of any breach of professional duty or service whether of omission or commission
- (ii) An agreement unless the liability would have existed without the agreement.
- (iii) The transmission of any communicable disease.
- (iv) Asbestos
 - 1. Where the **risk address** is the main private dwelling of the **insured** the following exclusion applies in relation to asbestos
 - (a) **Liability** arising, directly or indirectly, out of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos will be restricted to one loss, being defined as any one claim in respect of any one person,
 - (b) Notwithstanding (a) above, the cost of cleaning up, or removal of, or damage to property arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos will be excluded, but only to the extent that such claim arises from a requirement to clean up, remove or from damage caused due to actual, or concerns for the possibility of, harm to the health or wellbeing of any person due to the presence of any asbestos, asbestos fibres or any derivatives of asbestos.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 2: Insurance of the Contents (Contd.)

2. Where the **risk address** is a holiday home or a residential investment property no cover applies, howsoever caused, arising directly or indirectly from asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos.
- (vi) Ownership, possession, use or discharge of firearms other than sporting guns where **you** or any member of **your household** is currently authorised by a Firearm Certificate granted under the Firearms Act 1925 and or subsequent Act(s) in respect of each firearm possession, use or carriage
- (vii) Ownership, possession or use of dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto if such ownership, possession or use is not in accordance with the provisions of such regulations
- (viii) Injury, death, disease or illness (other than to a **domestic employee**) or damage arising out of :
- the ownership of land or **buildings** by any member of **your household**
 - the occupation of land or **buildings** by any member of **your household** other than the **buildings** or the lands belonging to the **risk address**
 - the use of horses other than at the **risk address**
 - mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment, invalid wheelchairs and power assisted pedal cycles), lifts (other than domestic lifts in the **risk address**), boats (other than hand propelled boats), hovercraft, jet ski, aircraft (other than model aircraft), attached trailers or caravans owned by or in the custody or control of any member of **your household**
- 17.2 Accidents to Domestic Employees:**
We will insure **you** for any amounts **you** become legally liable to pay in respect of **bodily injury**, caused during the **period of insurance** to any **domestic employee** arising out of and in the course of that person's employment by **you** in connection with the **buildings** or in connection with any temporary residence of yours. If the **bodily injury** is sustained by the **domestic**

Section 2: Insurance of the Contents (Contd.)

employee whilst temporarily employed by **you** away from the **buildings**, the action for damages must be brought against **you** in a Court of Law located within the **geographical limits** (as defined) in order for protection under this extension to operate.

17.3 Personal Liability:

We will insure **you** for any amounts **you** or any member of **your family** who permanently resides with **you** or any **domestic employee** acting in the course of their duties on **your** behalf shall become legally liable to pay as damages resulting from,

1. Accidental **bodily Injury**, death or disease of any person,
2. Accidental loss of or damage to property, occurring during the **period of insurance**.
 - (i) anywhere within the **geographical limits** (as defined)
 - (ii) Worldwide for a period not exceeding sixty days in any one **period of insurance** provided that the action for damages is brought in a court of law located within the **geographical limits** (as defined).

Excluding:

- (a) injury, death or disease of any **domestic employee** or any member of **your family** permanently residing in the **buildings** at the time of the occurrence giving rise to the claim.
- (b) Loss of or damage to property owned by or in the custody or control of any **domestic employee** or any member of **your family** residing in the **buildings** at the time of the occurrence giving rise to the claim.

But not in respect of liability directly or indirectly arising from:

- (i) ownership, possession or use of any land or building.
- (ii) ownership, possession or use of firearms other than sporting guns, where **you** or any member of **your household** is currently authorised by a firearm certificate granted under the Firearms Act 1925 and or subsequent Act(s) in respect of each firearm possession, use or carriage, aircraft

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 2: Insurance of the Contents (Contd.)

- (other than model aircraft), watercraft and the pursuit of watersports or any animal (other than dogs or cats kept solely as domestic pets).
- (iii) Ownership, possession, driving or control of any motor or horsedrawn vehicle, caravan or trailer, or mechanically propelled cycle (other than power assisted pedal cycle or invalid wheelchair).
- (iv) The pursuit of any business, trade, profession or employment except for
- (i) a child minding service for up to four children operated at the **risk address**
 - (ii) accommodation for up to six paying guests operated at the **risk address**
 - (iii) an office or room in **your buildings** used by **you** as an employee of the ESB and or its subsidiary companies solely in respect of clerical and administrative duties carried out by **you** for and on behalf of the ESB and or its subsidiary companies.
- Excluding liability arising out of any breach of professional duty or service whether of omission or commission
- (v) Any wilful or malicious act.
 - (vi) An agreement unless the liability would have existed without the agreement.
 - (vii) The transmission of any communicable disease.
- If **you** should die, **your** legal representatives will have the protection of this sub Section 17.
- Maximum Amount Payable**
The amount payable under Section 2 Sub section 17 in respect of any number of claims arising out of one occurrence shall not exceed €3,000,000 in total, plus any other costs, expenses and solicitors **fees** which **you** have to pay provided **we** confirm **our** agreement in writing.
- 18. Tenants Liability for Damage:**
If **you** are a tenant of **your** home and not the owner or landlord, **we** will pay all sums which **you** are liable to pay under the terms of **your** tenancy agreement for:
- a. damage to the **buildings**

Section 2: Insurance of the Contents (Contd.)

- b. damage to internal decorations or landlords fixtures and fittings of the **buildings**

Caused by explosion, lightning, earthquake, escape of water or oil from any fixed water or heating installation or domestic appliance, impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal, falling trees or branches, falling aerials, satellite aerials, their fittings or masts, riot, civil commotion, strike, labour or political disturbance, malicious persons or vandals, **storm** or flood, stealing or attempted stealing,

- c. Underground Services
accidental damage to cables or underground services supplying the **buildings**.
- d. Glass and Sanitary Ware
Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops, washbasins, pedestals, shower cubicles, baths, sinks, lavatory pans and other sanitary ware in the **buildings**.

The maximum amount payable in respect of any one incident under this extension is 20% of the **contents sum insured** in any one **period of insurance**.

Section 2: Restrictions/ Reductions in Cover

The cover provided under this section is restricted and or reduced as follows:

- (a) The **company** will not be responsible for:

1. The **excess** shown on **your schedule** in respect of all claims for loss, destruction or damage arising from any cause other than liability claims and those shown in 2 or 3 below.
2. The **excess** shown on **your schedule** in respect of all claims for loss, destruction, or damage consequent upon **subsidence** or **landslip** or **ground heave**.
3. The **excess** shown on **your schedule** in respect of all claims for loss, destruction or damage consequent upon all escape of water or liquid.

- (b) **The limits applicable to certain items covered by the policy:**

1. the maximum amount payable in respect of any single article of gold, silver or other precious metal, jewellery, furs, pictures or other works of art, antiques, collection of stamps or coins shall not exceed 10% of the **sum insured on contents**.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 2: Insurance of the Contents (Contd.)

2. The total value of all **high risk items** is limited to 50% of the **sum insured** on **contents**.
3. **Business equipment** €4,000 or solely in respect of **accidental damage** caused by the **insured** to **business equipment** owned by the ESB and or its subsidiary companies held at the **buildings** with the permission of ESB and or its subsidiary companies in accordance with a teleworking arrangement up to a maximum amount payable of €4,000 subject to a single article limit of €1,500
4. The maximum amount payable in respect of property in detached domestic outbuildings is €4,000.
7. Demolition of or structural alteration or structural repair to the **buildings**.
8. Faulty workmanship, defective design or the use of defective materials.
9. Coastal or river erosion.
10. Mechanical or electrical breakdown.
11. Scratching, scorching, abrading or denting or loss of tone of musical instruments or the cost of replacing broken strings or drum skins.
12. Damage arising from delay, confiscation, detention, seizure or any attempt thereof by any lawful authority.
13. Any process of cleaning, dyeing, repair or restoration.

(c) Excluded Occurrences:

No cover is provided under this **policy** in respect of loss, damage or destruction directly caused by:

1. Wear and tear or lack of normal maintenance.
2. Atmospheric or climatic conditions (other than lightning, **storm**, flood, snow, frost or earthquake), or atmospheric pollution or contamination.
3. **Settlement** or shrinkage.
4. Wet or dry rot.
5. Vermin, insects, fungus.
6. Gradually operating cause.

But not excluding any subsequent loss, damage or destruction, which itself results from a cause not otherwise excluded.

(d) Restrictions in cover in a period of **unoccupancy**:

When the premises are left **unoccupied** for more than 60 consecutive days, no cover shall apply under this **policy** in respect of loss, damage or destruction arising as a result of:

Section 2: Insurance of the Contents (Contd.)

1. freezing of or escape of water from any fixed domestic water installation or escape of oil from any oil fired heating installation.
2. The acts of malicious persons or vandals (other than fire).
3. Stealing or attempted stealing.

(e) Use of the premises for business or professional purpose:

Unless specifically agreed by the **company** no cover shall apply under this **policy** if any business, profession or trade is carried on at the **risk address** shown on the **schedule** other than:

- (a) child minding service for up to four children
- (b) accommodation for up to six paying guests
- (c) an office or room in **your buildings** used by **you** as an employee of the ESB and or its subsidiary companies solely in respect of clerical and administrative duties carried out by **you** for and on behalf of the ESB and or its subsidiary companies.

Excluding liability arising out of any breach of professional duty or service whether of omission or commission.

Section 2: Claims Settlement

The **company** will pay the cost of replacement as new (or at **our** option, will replace as new) except for:

1. **Household linen** (excluding curtains), clothing and where more than five years old, floor coverings of every description where a deduction for wear and tear will be made.
2. Items that can be economically cleaned, repaired or restored (including **household linen**, clothing, curtains and floor coverings of every description) where the cost of cleaning, repair or restoration will be paid.
3. Where any article forms part of a set, pair or suite, the **company** will be liable only for the value of the particular part or parts which have been lost or damaged and will not be liable for the full value of the set, pair or suite as a unit.
4. Where the damaged or lost item can be replaced with an item of similar quality, **we** will either arrange or authorise replacement. If an exact replacement is not available, **we** will either arrange or authorise

Section 2: Insurance of the Contents (Contd.)

replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item **we** may make a deduction in respect of **betterment**.

The maximum amount payable is the **sum insured** less any amount for which the **company** will not be responsible mentioned in the section of the **policy** entitled "Restrictions/Reductions in Cover".

Under Insurance Clause:

If the **sum insured** at the time of loss or damage is less than the cost of replacing all of the property insured, the **company** will pay only for the proportion of the loss or damage which the **sum insured** bears to such costs.

Section 3: All Risks on Miscellaneous Personal Property

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss, damage or destruction to miscellaneous personal property and clothing (articles of jewellery, gold, silver or other precious metals, furs, watches, sports equipment, binoculars, photographic equipment and mobile phones), belonging to **you** or any member of **your** family normally residing with **you** or for which **you** are legally liable.

Territorial Limits:

The cover under this section applies in respect of loss, damage or destruction occurring anywhere within the **geographical limits**. In addition we will indemnify **you** in respect of loss, damage or destruction to property insured under this section of the **policy** whilst it is temporarily outside the **geographical limits**, provided it is in **your** custody and control and that the period outside the **geographical limits** does not exceed 60 days in any **period of insurance**.

Section 3: Exclusions

The **company** will not be liable for:

1. Loss destruction or damage to the items listed below, nor does cover operate in respect of property which is more specifically insured:

Motor vehicles, pedal cycles, pedelecs, caravans, trailers, aircraft, hovercraft or boats or parts or accessories on or in any of them

Pets or livestock, securities, documents of any kind, **money** or credit cards, china, glass, earthenware and other items of a brittle nature.

Household goods, domestic appliances, contact lenses, camping equipment, diving equipment, musical instruments or televisions, business goods or equipment, recording tapes and discs and computer software or items used for business

2. Loss, destruction or damage caused by:
Wear and tear, depreciation, moth, vermin, gradually operating cause, any process of cleaning, dyeing, repair or restoration, mechanical or electrical breakdown, delay, confiscation or detention by order of any government or public authority

Ownership or use of any property in connection with a trade or profession But not excluding any subsequent loss damage or destruction resulting from a cause not otherwise excluded

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 3: All Risks on Miscellaneous Personal Property (Contd.)

3. Stealing from unattended road vehicles other than from a locked boot or other concealed compartment of a road vehicle.
4. The **company** will not be responsible for the **excess** amount shown on the **schedule**.
5. Unspecified property with an individual value of more than 25% of the **sum insured** of this section, or €1,500 whichever is the lower.

This inner limit of €1,500 is not index linked and therefore the **sum insured** should be regularly reviewed to ensure adequate cover is in force otherwise the item should be specified.

Section 3: Claims Settlement

The **company** will pay the cost of replacement as new (or at **our** option, **we** will replace as new) except for:

1. wearing apparel – where a deduction for wear and tear will be made.
2. items that can be economically cleaned, repaired or restored (including clothing) where the **reasonable** cost of cleaning, repair or restoration will be paid.
3. where any article forms part of a set, pair or suite the **company** will be liable only for the value of the particular part or parts which have been lost or damaged and will not be liable for the full value of the set, pair or suite as a unit.

Section 4: All Risks on Specified Valuables and Other Property

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss, damage or destruction to property as specified in the **schedule** belonging to **you** and or to members of **your** family residing with **you**.

Territorial Limits:

The cover under this section applies in respect of loss, damage or destruction occurring anywhere within the **geographical limits**. In addition we will indemnify **you** in respect of loss, damage or destruction to property insured under this section of the **policy** whilst it is temporarily outside the **geographical limits**, provided it is in **your** custody and control and that the period outside the **geographical limits** does not exceed 60 days in any **period of insurance**.

Section 4: Exclusions

The **company** will not be responsible for:

1. Loss, destruction or damage caused by:
Wear and tear, depreciation, moth, vermin, gradually operating cause, any process of cleaning, dyeing, repair or restoration, mechanical or electrical breakdown, delay, confiscation or detention by order of any government or public authority.

Ownership or use of any property in connection with a trade or profession

But not excluding any subsequent loss damage or destruction resulting from a cause not otherwise excluded

2. Stealing from unattended road vehicles other than from a locked luggage boot or other concealed compartment of a road vehicle.
3. The **company** will not be responsible for the **excess** amount shown on the **schedule**.

Section 4: Claims Settlement

The **company** will pay the cost of replacement as new (or at **our** option, we will replace as new) except for:

1. Wearing apparel where a deduction for wear and tear will be made.
2. Items that can be economically cleaned, repaired or restored (including clothing) where the **reasonable** cost of cleaning, repair or restoration will be paid.
3. Where any article forms part of a set, pair or suite, the **company** will be liable only for the value of the

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 4: All Risks on Specified Valuables and Other Property (Contd.)

particular part or parts which have been lost or damaged and will not be liable for the full value of the set, pair or suite as a unit.

4. The maximum amount payable shall be the **sum insured** as specified in the **schedule**.

Section 5: Pedal Cycles

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss, damage or destruction to any pedal cycle (insured under this section) belonging to **you** and or to members of **your family** residing with **you**.

Territorial Limits:

The cover under this section applies in respect of loss, damage or destruction occurring anywhere within the **geographical limits**. In addition we will indemnify **you** in respect of loss, damage or destruction to property insured under this section of the **policy** whilst it is temporarily outside the **geographical limits**, provided it is in **your** custody and control and that the period outside the **geographical limits** does not exceed 60 days in any **period of insurance**.

Section 5: Exclusions

The **company** will not be responsible for:

1. Any cycle whilst being used for racing, pace making or speed testing or fitted with any means of mechanical propulsion.
2. Loss, destruction or damage caused by:
Wear and tear, depreciation, moth, vermin, gradually operating cause,

any process of cleaning, repair, renovation or restoration, mechanical or electrical breakdown, damage to tyres and tubes by road punctures, cuts and bursts.

Ownership or use of any property in connection with a trade or profession.

But not excluding any subsequent loss damage or destruction resulting from a cause not otherwise excluded

3. The **company** will not be responsible for the **excess** amount shown on the **schedule**.

Section 5: Claims Settlement

The **company** will pay the cost of replacement as new, (or at **our** option, **we** will replace) except for

1. Pedal cycles that can be economically repaired where the **reasonable** cost of repair will be paid.
2. The maximum amount payable shall be the **sum insured** as specified in the **schedule**.

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 6: Mobile Home / Caravan

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss, damage or destruction to the **mobile home** or Caravan and its **contents** as specified in the appropriate section of the **policy schedule** from any cause except those shown in "Exclusions" below and subject to the Terms, Conditions and Exclusions of the **policy**.

In addition **we** will provide indemnity against liability at law as detailed in Indemnity to the **insured** below, in respect of any claim arising out of the ownership, use, possession or control of the property insured under this section subject to the Terms, Conditions and Exclusions of the **policy**.

Territorial Limits:

The cover provided under this section applies whilst the caravan is being used in the Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Isle of Man or the Channel Islands including sea transits between the aforementioned areas provided the caravan is conveyed on a vessel licensed for the purposes of conveying passengers, cars and caravans. In addition **we** will indemnify **you** in respect of loss, damage or destruction to property insured under this section of the

policy whilst the caravan is temporarily outside the territorial limits specified above provided that the period outside the territorial limits does not exceed 60 days in any **period of insurance**.

Loss of Use

If there is loss, damage or destruction which is insured by this section, **we** will pay:

- i. The **reasonable** cost of hiring another caravan or other alternative accommodation
- ii. Cost of hiring charges for a booking **you** have paid prior to the loss or damage

The maximum amount payable for any one incident in respect of i and ii is €200. The **excess** shown in **your schedule** does not apply to this cover.

Removal and Delivery

If there is loss, damage or destruction which is insured by this section, **we** will pay the **reasonable** cost of:

- i. Protection and removal to the nearest suitable repairers
- ii. Delivery to **risk address** or to the caravan's permanent site within the Republic of Ireland or to an alternative agreed destination.

Section 6: Mobile Home / Caravan (Contd.)

The maximum amount payable in respect of any one incident is €320. The **excess** shown in **your schedule** does not apply to this cover.

Salvage Charges

We will pay all **reasonable** costs and expenses which **you** have to pay to reduce or avoid a loss which would have resulted in a claim under this section during the course of any sea transit.

The maximum amount payable in respect of any one incident is the trailer caravan **sum insured** shown on the **schedule**.

Indemnity to the Insured:

(a) The **company** will indemnify the **insured** against liability at law for damages and claimant's costs and expenses and all other **reasonable** costs and expenses incurred with its written consent in respect of death of or **bodily injury** to, illness or disease of any person and damage to property where such death, injury, illness, disease or damage arises out of an accident caused by or in connection with the trailer caravan. **We** will also indemnify any person using the trailer caravan with **your** permission provided the person claiming indemnity observes the Terms and

Conditions of this section insofar as they can apply.

- (b) The **company** will pay the solicitors' fee for:
- (i) representation at any Coroner's Inquest or fatal inquiry in respect of any death.
 - (ii) defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section.
- (c) The amount payable under this section in respect of any number of claims arising out of one occurrence shall not in the aggregate exceed €3,000,000 in total plus any other costs expenses and solicitors **fees** which **you** have to pay provided **we** confirm **our** agreement in writing.

Section 6: Exclusions

The **company** will not be responsible for:

1. Loss, damage or destruction while a caravan is being:
 - (a) Towed (or is otherwise in transit) whilst it is let for hire or reward.
 - (b) Used:
 - (i) otherwise than for social, domestic and pleasure purposes

Section 6: Mobile Home / Caravan (Contd.)

- (ii) for racing, pace making, speed testing trials, or road rallies
 - (iii) as a permanent residence
- 2. Loss or damage to the caravan or its **contents** arising from:
 - (a) Loss or damage caused deliberately by any of **your household** or any person having use of the caravan
 - (b) Damage to tyres by road punctures, cuts and bursts.
 - (c) Wear and tear, depreciation, moth, vermin, gradually operating cause, process of cleaning, repair or restoration, mechanical, electrical electronic or computer failures or breakdowns or breakages.
 - (b) To any member of **your family**.
 - (c) In respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this section.
 - (d) In respect of any accident caused directly or indirectly by, through or in connection with any **motor vehicle** by which such trailer caravan is being towed or transported.
 - (e) An agreement unless the liability would have existed without the agreement
 - (f) Use of the caravan for which insurance is compulsory under the Road Traffic Acts
- 3. The **company** will not be responsible for the **excess** amount shown on the **schedule** (other than liability claims).
- 4. In respect of claims arising under Indemnity to the **insured** above, the **company** shall not be liable:
 - (a) In respect of death of or **bodily injury** to, illness or disease of any person arising out of and in the course of such persons employment by the person claiming to be indemnified under this section.

Section 6: Claims Settlement

If the caravan is lost or damaged beyond economical repair:

- i. within 3 years of **your** having purchased it new, **we** will pay the cost of replacement as new, or at **our** option **we** will replace it as new
- ii. otherwise than in i) above **we** will pay the market value

The maximum amount payable in respect of any claim shall not exceed the **sum insured** as specified in the **schedule**.

Section 6: Mobile Home / Caravan (Contd.)

Contents of Trailer Caravan

The **company** will pay the cost of replacement as new (or at **our** option, **we** will replace **contents** as new) except for:

1. **Household linen** and clothing where a deduction for wear and tear will be made.
2. Items that can be economically repaired (including **household linen** and clothing) where the cost of repair will be paid.

Trailer Caravans Sum Insured

It is agreed that the **insured** shall select at renewal of the **policy**, the appropriate

sum insured in respect of the structure of the trailer caravan where it is more than three years old from its date of manufacture.

In the absence of this selection by the **insured**, the **sum insured** will remain unaltered.

Adequacy of Sum Insured : Trailer Caravan and Contents of Trailer Caravan

If at the time of any loss or damage the caravan and its **contents** are of greater value than the declared **sum insured**, **we** may make a deduction for wear, tear and depreciation on all items.

Section 7: Small Pleasure Craft

This cover does not apply unless shown on the **schedule**.

We will insure **you** against loss or damage to the craft and it's equipment described in the **schedule** while ashore, in transit, or afloat on inland or coastal waters within the territorial limits defined below including salvage charges, up to an amount not exceeding the **sum insured** described in the **schedule**.

Territorial Limits:-

Coastal and inland waters of Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Isle of Man or the Channel Islands. Cover is extended to any other country within the European Union for a maximum period of 60 days in any one **period of insurance**.

Your liability:-

We will indemnify **you**, any member of **your household**, and any other person using the craft with **your** permission for:-

1. Damages and claimants' costs and expenses,
2. Any other costs and expenses incurred with **our** written consent, In respect of:
 - (a) Death of, or **bodily injury** to any person,
 - (b) Loss or damage to any property,

- (c) The cost of any attempted or actual raising, removal, or destruction of the wreck of the craft, or any neglect or failure so to do.

incurred during the **period of insurance** due to an accident caused by, or in connection with the craft within the Territorial Limits.

We will also indemnify any person using the craft with **your** permission, provided the person claiming indemnity observes the Terms, Exclusions and Conditions of this section insofar as they can apply.

The limit of liability for all claims due to one original cause shall not exceed the sum of €1,300,000.

Section 7 Exclusions

1. The **company** will not be responsible for the **excess** amount shown on the **schedule** (other than liability claims).
2. Loss or damage due to:-
 - (a) Wear, tear, deterioration, depreciation, corrosion, rot, mildew, fungus, vermin, breakdown, faulty workmanship

Section 7: Small Pleasure Craft (Contd.)

or design, the use of faulty materials, confiscation or detention by customs or other officials, scratching, denting, or bruising while in transit.

Stealing of any outboard motor or sailboard unless secured by an accredited anti-theft device in addition to their normal means of attachment.

Stealing of accessories and or equipment when the craft is left unattended while anchored or moored.

- (b) The liability of the **company** shall not exceed two thirds of the cost of repair or replacement of:-

Sails, protective covers or running rigging, masts, spars, standing rigging or blocks unless caused by fire or by the vessel sinking or standing or coming into collision or contact with any external substance (ice included) other than water while the vessel is racing.

3. In respect of claims arising under **your** Liability above,

We will not provide indemnity in respect of;

Any legal liability:-

- a. To any **household** member
- b. Unless the person claiming indemnity is not entitled to indemnity under any other **policy**.
- c. To any employee of the person claiming indemnity,
- d. For which compulsory insurance or security is required by any road traffic legislation,
- e. Occurring while any person is being towed, or is preparing to be towed by the craft for purposes of paragliding, hang gliding, water skiing or similar hazardous pursuits, or having been towed, not safely back on board the craft,
- f. For any property belonging to, or in the custody or control of any person claiming indemnity.

4. **We** will not pay for any loss, damage, or legal liability :-
- a. While any sailing craft exceeding 17 feet in length is used for racing
 - b. While the craft is let for hire or reward
 - c. For jet ski's
 - d. While the craft is capable of being driven at a speed in excess of 17 knots
 - e. While the craft is used other than for social domestic and pleasure purposes

Section 8: Child Death Benefit

Definitions

For the purposes of this section only. "Child" means a person on whose birth certificate **your** name appears as a parent, or has been legally adopted or fostered by **you** or a person who normally and permanently resides with **you** at the time of the event insured.

Event Insured

Any Child between the ages of 1 and 18 (inclusive) is covered for a death benefit equal to €6,500. This benefit will only be payable once in respect of any Child irrespective of how many ESB Home Insurance policies name **you** as the insured.

General Conditions

This **policy** is underwritten by **us** and the legal and beneficial title to the benefit arising under it are vested in **you** at commencement.

This **policy** is renewable yearly on terms and conditions acceptable to **us** at the time. The contract is governed by the law of the Republic of Ireland.

Exclusions

We will not pay the death benefit if the Child dies by his or her own hand.

Section 9: Family Personal Accident

Benefits of the Family Personal Accident section of the **policy**:

	Insured and or Partner	Family Member under 18
1 Death	€12,750	€1,275
2 Loss of limb or eye	€12,750	€12,750
3 Permanent total disablement	€12,750	€12,750

Section 9: Exclusions

The **company** will not be responsible for:

1. Accidents occurring other than in or about the home
2. Accidental **bodily injury**, death or disablement caused by:
 - (i) the use of wood working machinery other than portable tools applied by hand unless used for sawing
 - (ii) engaging in activities connected with any business or occupation other than domestic duties
 - (iii) committing or attempting to commit suicide
 - (iv) wilful exposure to needless peril except in an attempt to save human life

- (v) having taken a drug other than under medical instruction
- (vi) being treated for drug addiction
- (vii) having any physical or mental defect, sickness or disease known to **you** or the **insured** person when the **policy** was taken out or at renewal and not accepted by **us**

Section 9: Claims Settlement

1. **You** must notify **us** in writing as soon as practical and in any case within fourteen days after any accident which may entitle **you** to claim under this **policy**.
2. **You** must produce for **us** at **your** own expense any medical certificates and other evidence which **we** may require. In addition if necessary the **insured** person must submit to medical examination at **our** expense as frequently as **we** require in connection with any claim.
3. **We** will not pay in respect of any one **insured** person under more than one of Benefits 1 to 3 in connection with the same accident.
4. If an accident happens which gives rise to a claim under Benefits 1 to 3

(The Conditions and Exclusions which apply to your whole policy are shown in the Conditions and Exclusions sections)

Section 9: Family Personal Accident (Contd.)

- this **policy** will not cover any further accidents to that **insured** person.
5. **Loss of limb** or **Loss of eye** must be proved to **our reasonable** satisfaction to be permanent and without expectation of recovery before **we** will pay Benefit 2.

Permanent total disablement must have lasted for two years and must at the end of that time be proved to **our reasonable** satisfaction to be permanent and without expectation of recovery before **we** will pay Benefit 3.
 6. Sometimes the full effects of an accident are not immediately apparent and although **loss of limb** or **eye** may occur at the time of the accident **we** have to wait a **reasonable** length of time to ensure that the full effects are known.
 7. Interest will not be added to any amount payable.
 8. No benefit shall be payable due solely to inability to take part in sports or pastimes.
 9. The **insured** person or the **insured** person's personal representatives shall have no right to claim from or sue the **company**. If the **insured** comprises more than one party having an interest in the **insured** person, the benefit shall represent the total amount payable in respect of that **insured** person for all interests covered by this **policy**. A receipt from the **insured** person or the **insured** person's personal representative's receipt shall discharge the **company**.
 10. The **company** shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealings with or relating to this section.

Conditions Which Apply to All Sections of the Home Insurance Policy

1. Joint insured:

We require written authorisation signed by both parties to make changes to or cancel the **policy** as well as if the **policy** cover is changing from joint cover to single cover or from single cover to joint cover.

2. Prevention of Loss:

You and your family must take all **reasonable** steps to (a) prevent loss, destruction, damage or injury, and (b) maintain in efficient condition and good repair any insured property.

3. Change in risk and adequate Sums Insured:

During the currency of this **policy** you must,

- (a) Advise **us** of any change in the circumstances which would increase the possibility of loss.
- (b) Keep the **sums insured** at a level which represents the reinstatement cost of the **buildings** insured and the replacement cost of **contents** and other personal property.

4. 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** provided same has been paid.

5. Transfer of Interest:

You may not transfer **your** interest in this **policy** without **our** written approval.

6. Your Duty:

You must not act in a fraudulent way.

The information supplied by **you** or on **your** behalf is the basis of **your** contract of insurance with **us**. **You** must ensure that this information is true. Cover will not operate if **you** have withheld relevant information or provided inaccurate or misleading information.

We may reassess **your policy** cover and premium following notification of material information. Failure to disclose all **material facts** may result in the wrong terms being quoted, a claim being rejected, claims payment reduced or **your policy** being invalid.

If any claim under this **policy** is in any respect fraudulent, or if any fraudulent means or devices are used by **you** or any person acting on **your** behalf to obtain any benefit under this **policy** all benefit is forfeit.

Conditions Which Apply to All Sections of the Home Insurance Policy (Contd.)

Any person claiming indemnity under this **policy** must adhere to the Terms and Conditions of the **policy**. Throughout the lifetime of **your policy** and where requested by **us**, **you** must provide **us** with all details, information, documentation that **we reasonably** request, in order to ensure continuation of cover.

7. Sums Insured

You are responsible at all times for ensuring that the **sums insured** on the **policy** are adequate for **your** needs.

We may adjust **your sums insured** at renewal of the **policy** to help **you** to maintain **your sums insured** at an adequate level. The size of these adjustments will be based on publicly available indices and other economic indicators.

These adjustments may not be sufficient for **your** needs and **you** must review **your sums insured** on an on-going basis.

8. Mid-Term Alterations:

If **you** make an alteration to **your policy** and this results in a change of premium, **we** will not charge or refund any amount under €25 plus applicable government levy.

9. Arbitration Clause

If a dispute arising out of this **policy** cannot be settled between **us**, **you** will refer the dispute to the Financial Services Ombudsman's Bureau – please refer to the Important Information in relation to your Allianz Policy section of this **policy** for contact details.

If the Financial Services Ombudsman is unable to investigate the dispute it shall be referred to an Arbitrator or if necessary to two Arbitrators, one to be appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and in the case of disagreement the Arbitrators shall submit to the decision of the Umpire. 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 difference occurred will be deemed to have been abandoned.

Exclusions Which Apply To All Sections of the Home Insurance Policy

1. **Radioactive contamination:**
Any expense, consequential loss, legal liability or any loss, damage or destruction to property directly or indirectly caused by or contributed to by:
 - (a) ionising, radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
 - or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. **War Risks:**
Any consequence of war, invasion, or foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, or military or usurped power.
3. **Sonic Bangs:**
Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
4. **Pets:**
Damage to **your** property caused by domestic pets owned by **you**.
5. **Vandalism:**
Vandalism caused to the property insured by persons who have legally entered the premises while the **buildings** are let or sub let.
6. **Electronic Data**
Any loss damage breakage or destruction to any property or consequential loss or liability directly caused by or contributed to by or arising from the failure or inability of any electronic equipment to correctly recognise any data correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment interruption of or interference with data in electronic equipment resulting in the loss destruction or corruption transmission or corruption of data the transmission or impact of any virus, worm, logic bomb, trojan horse or the like unauthorised access to a system or data

Definition
For the purpose of this exclusion data means information represented or stored electronically including but not limited to code series of instructions operating systems software programs and firmware

Exclusions Which Apply To All Sections of the Home Insurance Policy (Contd.)

7. Property not covered :
 - Securities and certificates (other than savings certificates and title deeds)
 - Promotional vouchers, lottery and raffle tickets
 - **Money** held for business or professional purposes

Conditions Which Apply in the Event of a Claim

(a) Notification of a Claim:

1. When a claim occurs or is likely to occur **you** must advise **us** as soon as possible and submit details in writing.
2. Notify the Gardai or local law enforcement agency immediately of any loss by deception, theft, malicious act, vandalism or riot and civil commotion.
3. At **your** own expense provide **us** with all certified information and evidence as **we** may request.
4. In respect of incidents which might result in a legal liability claim under this **policy**, **you** must inform **us** immediately and provide full details in writing as soon as possible and send to **us** without delay any writ, summons or other legal document served on **you**, **your family**, or any other person entitled to seek indemnity hereunder.
5. It is agreed, that in the event of there being a loss, which is covered under more than one section of the **policy** the **excess** as stated under the respective

paragraphs headed Restrictions/ Reductions in Cover, shall be applied only once. The highest **excess** will apply.

(b) Rights & Responsibilities:

1. **We** may enter any building where loss or damage has occurred and deal with the salvage but no property may be abandoned to **us**.
2. **You** must not admit, reject or negotiate on any claim without **our** written consent.
3. **We** may take over and conduct in **your** name with complete and exclusive control the defence or **settlement** of any claim.
4. **We** may start legal action in **your** name (at **our** expense and for **our** benefit) to recover from others compensation in respect of anything covered by this **policy**.
5. **You** must give **us** all the help and information which **we** may need to settle or defend any claim or to start legal proceedings.
6. If at the time of any incident which results in a claim under

Conditions Which Apply in the Event of a Claim (Contd.)

- the **policy** there is any other insurance covering the same damage or liability or any part of it, **we** will only pay **our** rateable proportion of the claim.
7. Where the interest of any other party has been noted on the **policy** in respect of a particular section, all payments made will be drawn in favour of the interested parties. The **company** at its discretion may require acceptance forms to be signed by all parties to the insurance.
 8. **We** are entitled to arrange replacement or repair through one of our approved providers, or alternatively **we** may authorise replacement of repair arranged by **you**.
 9. **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**.

Endorsements to the Home Insurance Policy, Applicable as indicated in the Policy Schedule

B01 Holiday Home

It is noted that the private residence **insured** by this **policy** is used by the insured as a holiday residence and not as the principal residence.

Further, it is agreed that at all times when the **insured** or members of the **Insured's family** are not in residence for more than 45 consecutive days, no cover shall apply in respect of loss, damage or destruction arising out of:

- (a) freezing of, or escape of water from any fixed domestic water installation
- (b) acts of malicious persons or vandals other than loss, damage or destruction by fire
- (c) stealing or attempted stealing

C01 Occupation of the Premises as Offices

It is noted that the private residence insured by this **policy** is partly occupied as offices in connection with the **insured's** business as within described but it is agreed that the cover provided by Section 2 of this **policy** does not extend to cover office machinery nor will the Liability sections of this **policy** extend to include any liability arising from the exercise of any trade, profession or business by any person entitled to indemnity hereunder.

C02 B&B / Paying Guests

It is agreed that whilst paying guests are in residence at the **risk address** shown on the **schedule**, **larceny** and **accidental damage** is excluded under Section 1 and Section 2 of the **policy**.

In addition, the cover provided by this **policy** does not extend to cover the property of such guests.

It is agreed that the maximum number of paying guests is limited to six.

C03 Property Rented Out

It is noted that the private residence insured by this **policy** is let to tenants and it is agreed that the **sum insured** under Section 2 of this **policy** is limited to **contents**, the property of the **insured** and does not extend to include the property of occupiers of the premises. Further the risk of **larceny** is excluded from the cover provided and in addition, **accidental damage** caused by tenants shall not constitute a loss under the **policy**.

C04 Musical Instruments

It is agreed that the cover provided under Section 4 of the **policy** as shown on the **policy schedule** in respect of musical instruments excludes **accidental damage** whilst the instruments are away from the **buildings**.

Endorsements to the Home Insurance Policy, Applicable as indicated in the Policy Schedule (Contd.)

C05 Trailer Caravans Sum Insured

It is agreed that the **insured** shall select at renewal of the **policy** the appropriate **sum insured** in respect of the structure of trailer caravans where it is more than three years old from its date of manufacture. In the absence of this selection by the **insured** the **sum insured** will remain unaltered.

- (a) fire, explosion, lightning, earthquake and smoke, excluding loss, damage or destruction by smog, agricultural or industrial operations or any gradually operating cause or process.
- (b) **storm**, excluding loss or damage by frost, **subsidence**, **ground heave**, **landslip** and loss or damage to fences and gates.

C06 Non Standard Construction

It is noted that the roof of the private residence insured by this **policy** is part constructed of timber and felt, the portion being greater than 15% but not more than 50% of the total roof area.

It is further agreed that the **company** will not be responsible for the **excess** amount shown on the **schedule** in respect of any claim for loss, damage or destruction caused by **storm**, materials and or construction plant or equipment on site.

Furthermore in respect of loss, destruction or resulting damage arising from **storm** or tempest to that portion of the roof of the within described private residence which is constructed of timber and felt, the **company** will not be responsible for the **excess** amount shown on the **schedule**.

The extensions to cover provided under Section 1 (Buildings) are deleted and of no effect other than extension No. 6 Fire Brigade Charges

It is further noted that no cover under Section 2 (Contents) applies to this residence.

C07 Course of Construction

The private residence insured by this **policy** is at present in the course of construction and it is agreed that the cover provided under Section 1 (Buildings) is limited to loss, damage or destruction caused by:

C08 Awaiting Occupancy

Notwithstanding anything contained herein to the contrary, it is hereby agreed that no cover shall exist in respect of:

- (a) freezing of, or escape of water from any fixed domestic water installation

Endorsements to the Home Insurance Policy, Applicable as indicated in the Policy Schedule (Contd.)

- or installation or escape of oil from any fixed oil fired heating installation.
- (b) acts of malicious persons or vandals other than loss, damage or destruction by fire
- (c) stealing or attempted stealing.

C11 Premises used for Business or Professional Purposes

In consequence of certain parts of the **buildings** being used by **you** for business or professional **use**, **we** will not be liable for any property other than **household** goods used by **you** in connection with said business or profession, and **business equipment** as defined up to a total **sum**

insured of €4,000 and a single article limit of €1,500.

(Note: **your** Content **sum insured** should be increased to allow for this cover.)

The exclusion of “any business, trade, profession or employment” under Personal Liability and Liability to the Public sections is amended to read “any business, trade, profession or employment other than as noted in the **schedule**, but excluding liability arising out of any breach of professional duty or service whether of omission or commission”.

Data Protection – How we use your information

Your Consent

By providing **your** information, **you** consent(ed) to the use of **your** information as outlined below. This includes specific / explicit consent for sensitive information such as medical or conviction details.

Use & Disclosure

We will use **your** personal information, including sensitive data, for insurance administration purposes such as providing a quotation, underwriting a **policy** and handling a claim. **We** may use and share **your** personal data to check information provided, and to prevent fraud. These checks may be carried out at any stage, including quotation, mid-term, renewal and claims stage.

We may share **your** details with or seek information from a number of external parties such as:

- **your** Intermediary & anyone authorised by **you** to act on **your** behalf,
- other insurance companies,
- publicly available information,
- the Insurance Link Anti-Fraud register (for more info see www.inslink.ie),
- Loss Adjusters, repairers and other claims handling agents, medical practitioners,
- Private Investigators when **we** need to further investigate certain claims,
- other fraud prevention and ID verification databases available in the insurance industry.

We may also use and share **your** information for customer satisfaction surveys, statistical analysis and similar purposes.

Representation

If **you** provide information about someone else, such as an additional **insured**, **you** must have obtained this person's consent and have made them aware of the terms of this insurance.

Data Protection – How we use your information (Contd.)

Up-To-Date Information

In order for us to keep **your** information up to date, please contact Allianz or **your** insurance intermediary if any of **your** details change.

Access

You have the right to request a copy of **your** personal data held by Allianz. This will be subject to payment of an appropriate fee.

Call Recording

Calls may be recorded or monitored for regulatory, training and quality purposes.

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 and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

How we charge

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

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 Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this **policy**.

Default

Non-payment of **your** premium or part thereof or breach by **you** of certain conditions of **your policy** may lead to **your policy** being revoked or cancelled.

Right of Withdrawal

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

Important Information in Relation to Your Allianz Policy (Contd.)

- (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. 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.

Policy alteration, additional and return premiums

When **you** make an alteration to **your** policy, **we** will re-calculate your premium, which may result in an additional premium due to **us**, or a return premium due to **you**. If the alteration to the **policy** results in an additional premium due to **us**, or a refund due to **you**, **we** will only charge or refund such premium provided this amount is greater than or equal to €25 plus applicable government levy.

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.

Claims

If **you** need to make a claim, please telephone **us** on 1890 779 999 (Call Operator Charges May Vary) or contact **us** at Allianz plc, Elmpark, Merrion Road, Dublin 4. When **you** call, please provide **your policy** number, details of what happened, and the time and date of the incident.

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: Head of Customer Focus, 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:

Important Information in Relation to Your Allianz Policy (Contd.)

(1)

The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Locall: 1890 882090 (Call Operator Charges May Vary), Tel: +353 1 6620899, Fax: +353 1 6620890, email: enquiries@financialombudsman.ie, website: www.financialombudsman.ie. The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.
and/or

(2)

Insurance Information Services – Insurance Ireland, Insurance House, 39 Molesworth Street, Dublin 2, Tel: +353 1 6761820, Fax: +353 1 6761943, email: info@insuranceireland.eu website: www.insuranceireland.eu

*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, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0800 023 4567, Fax 020 7964 1001
Email: complaint.info@financialombudsman.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.

Risk Management Guide

For **your** information only, the Risk Management Guide does not form part of **your policy**.

Protecting **your** Property
Your Allianz **policy** will reimburse **you** within the terms of the **policy** for the financial consequences of loss or damage but **you** will still suffer the serious inconvenience that inevitably results from a fire, burglary or damage to **your** property.

We therefore offer the following hints on precautions that can be taken to minimise the possibility of loss.

A. Fire Safety:

1. **You** should have **your** electrical installation checked by a RECI or ECSSA approved electrical contractor every 10 years to ensure that the installation is safe and in good repair.
2. Smoke alarms are essential safety devices in **your** home. They should be fitted at each floor level in **your** home. **You** need to check that they are working on a regular basis.
3. Cookers are the most likely starting place for a fire in the kitchen, so keep tea towels away from them, and keep ovens and hobs clean (a build-up of fat can easily catch fire).
4. **You** should never leave pots and pans unattended on the cooker. Similarly, don't let children play in the kitchen unattended.
5. **You** should keep a fire blanket within easy access in the kitchen. If **your** chip pan should catch fire cover it with the fire blanket or a damp tea towel as this will close out the circulation of air. **DO NOT** throw water over a chip pan fire.
6. Always unplug nonessential electrical appliances before **you** go to bed at night especially electrical blankets and television sets.
7. Plan a fire escape route for the **household**, so that if there is a fire **you** can exit the house safely. Consider what **you** would do if **your** normal route in or out of **your** home was blocked by fire. Consider how **you** would evacuate children or elderly relatives. If **you** had to escape via a window how would **you** help them to climb down?

Risk Management Guide (Contd.)

8. Before leaving the house or going to bed, make certain that all open fires are protected by well fitting spark guards.

9. Chimneys in regular use should be swept at least twice yearly.

10. Never leave candles in rooms on their own, or where children are playing. Make sure candles are on a secure, solid surface in a holder and away from materials that could easily catch fire.

11. If **you** are smoking in **your** home, use a large, solid ash tray to stub them out in, make sure they are completely extinguished and never smoke in bed.

B. Water Damage:

1. Water pipes and tanks in roof area should be lagged.
2. Turn off the water and drain the system If **you** leave the property without heat in Winter.
3. Despite having taken this precaution, if the pipes should freeze, thaw out slowly using hot water bottles (never use a blow lamp) and consult a qualified plumber as soon as possible.

During prolonged sub zero cold spells, leave **your** central heating running, not on a timer, but at a constant temperature (the coldest time is between 1am and 3am). If possible, leave it on in all rooms.

Open **your** attic door(s) slightly so as to allow heat circulate in **your** loft so as to prevent **your** pipes freezing in extreme conditions.

C. Storm:

1. In gale or **storm** conditions make certain that the doors and windows of outbuildings are adequately secured.
2. Roofs, gutters and drainpipes should be inspected annually in late summer and any defects corrected. Gutters should be cleaned at the same time.
3. Outside drains should be regularly checked to make certain that they are clear of any blockage.
4. Check trees near **your** property and ensure that any loose branches are professionally removed to prevent them from

Risk Management Guide (Contd.)

damaging **your** home during a storm.

D. Holiday Security:

When **you** go away on holiday:

1. Inform **your** local Garda Station of **your** absence and arrange for a friendly neighbour to keep a watch on **your** dwelling whilst **you** are away.
2. Do not advertise **your** absence, stop newspaper and milk deliveries.
3. Make certain that all windows and doors are closed and securely locked
4. Turn off the water and drain the system.

E. Physical Security:

We are all aware of the number of burglaries that are currently taking place to dwelling houses and not infrequently the task of the burglars is made that much easier by inadequate security or in some cases non-existent security to doors and windows.

The following examples of securing doors and windows should therefore be considered the minimum protection against the common thief:

1. **External Doors:** External doors should be fitted with a mortice dead lock and striking plate and or a cylinder rim deadlock night latch conforming to British Standard BS3621.

As an alternative non-exit external doors can be secured with top and bottom mortice rack bolts with detachable keys. for effective security when using the above mortice dead locks, the door stile should be not less than 1 3/4 inches thick and at least 3 inches wide.

2. **Windows:** Mortice rack bolts or window locks should be fitted to all windows opening on the ground floor or opening and accessible on other floors (excluding bedroom windows).

3. **Burglar Alarms:** An Intruder alarm system offers a vastly improved degree of security to private dwellings and should be seriously considered particularly in areas with a frequency of burglaries. A wide range of Alarm Systems is available and before deciding on the installation of a particular system the proposed specification should be checked

Risk Management Guide (Contd.)

to ensure it complies with the current NSAI or SSAIB standards.

Make sure **your** alarm is installed by an approved Alarm Installer who is licensed by the Private Security Authority.

4. **Safes:** If **you** have valuable jewellery or silver in the house, **you** should install a suitable security safe, which is certified and approved to EN1143-1. The jewellery rating can be calculated by multiplying the cash rating for a particular safe by 10. A higher multiplication factor may apply if the property is protected by a monitored intruder alarm installed by an installer who is licensed by the Private Security Authority. Allianz can advise on limits of cover for Jewellery in relation to specific models of safes.

Under the Firearms Act 1925 (an /or subsequent Act(s), Firearms must be stored separately from ammunition in a safe designed for such use.

Photographs: **you** should photograph **your** paintings, silverware, jewellery and any

other items of a high value which would facilitate in their identification and possible recovery in the event of their theft. Preferably **you** should retain a copy of the photographs off site.

5. **Adequate Sums Insured:**
Insured: It is important to maintain the correct **sums insured** for the property and items **you** wish to insure. The **sums insured** should be reviewed periodically by **you** to ensure they are sufficient.

F. Flood Advice

1. If **you** live in a flood prone area **you** need to:
 - Be aware of any local flood warnings and evacuation procedures.
 - Get to know the contact numbers of **your** local emergency services.
 - Consider providing flood barriers to all ground floor openings including below ground floor air vents.
 - It may be necessary to fit barriers across gateways or openings in boundary walls.
 - Have access to sandbags or water absorbent polymer bags for emergency use.

Risk Management Guide (Contd.)

2. If flooding is inevitable, there are basic steps **you** can take (but only if it is safe for **you** to do so):

- Move possessions to an upstairs location or safely stack them.
- Unplug electrical appliances and turn off electrical power.
- Turn off water supplies at the mains.

3. When water subsides:

- Remove and dry out any damaged floor coverings and possessions.
- Proceed with any emergency repairs that help minimise damage.
- Have the electrical system checked for safety.

G. Alteration in Risk

You should notify **us** as soon as possible of any alteration in risk which materially affects **your policy**. A **material fact** is any information

relating to the **buildings** or members of **your household** which makes losses more likely to happen or more serious if they do.

Examples of **material facts**

- (a) if the occupancy of the house changes,
- (b) if a business is carried on from the **buildings**,
- (c) if the property is being structurally altered,
- (d) if an extension is being built,
- (e) if non standard materials are used in the construction of a new extension,
- (f) the conviction of fraud in respect of **you** or any member of **your household** normally residing with **you**, or directors where the Policyholder is a limited company.

If **you** are in any doubt as to whether a change is material or not please notify **us**.

Welcome to ESB Identity Theft Legal Protection - Separate Standalone Policy Underwritten by DAS

You are now protected by Europe's leading legal expenses insurer. To make sure **you** get the most from **your** DAS cover, please take time to read this **policy** which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact:

Please contact the identity theft service at 1890 252 922 (Call Operator Charges May Vary).

The helpline is open 9am to 5pm, Monday to Friday.

Please note that all calls to and from DAS Ireland are recorded for training and quality purposes.

As a member of the Insurance Federation DAS subscribes to the Insurance Ireland (II) Codes of Practice. These codes set down the requirements Irish insurers must meet when dealing with customers. **You** can see the codes at www.insuranceireland.eu If **you** would like to receive a written copy please contact **us** or the II.

Duty of Disclosure

You must tell **us** immediately of any change in **your** risk which materially affects this insurance.

Failure to disclose all material information could invalidate **your** insurance or result in the rejection of a claim leaving **you** without protection.

ESB Identity Theft Legal Protection

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. **We** propose that the contract will be governed by Irish Law.

All monies which become or may become due under this **policy** will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless **we** specifically say otherwise.

Premiums are subject to Government Levy and or contribution where applicable. Stamp Duty has been or will be paid in accordance with section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

Identity theft

We will provide an **insured** person who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about identity theft.

Identity theft support service

Following a call to the identity theft helpline service, **we** will help to restore an **insured** person's identity and credit status if they have become a victim of identity theft. **We** will assign a personal case worker who will provide phone advice to help regain an **insured** person's identity.

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

Definitions Applicable to the Identity Theft Legal Protection Policy

We, us, our

DAS Legal Expenses Insurance company Limited.

You, your

The person who has taken out this **policy**. The person or persons named on the Insurance **schedule** as the policyholder(s).

Insured person

The **insured** named in the **policy schedule** and members of **insureds family** who normally reside with **you** at the time of the loss. Anyone claiming under this **policy** must have **your** agreement to claim.

Representative

The lawyer, accountant or other suitably qualified person whom **we** appoint to act for an **insured** person in accordance with the terms of this **policy**.

Period of insurance

The period for which **we** have agreed to cover an **insured** person.

Date of occurrence

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.

Identity theft

The theft or unauthorised use of an **insured** person's personal identification which has resulted in the unlawful use of their identity.

Costs and expenses

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

Territorial limit

The Republic of Ireland.

ESB Identity Theft Legal Protection

Cover

We agree to provide the insurance under ESB Identity Theft Legal Protection **policy**, as long as:

- (a) the premium has been paid; and
- (b) the date of occurrence of the identity theft 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.

What We Will Pay

1. For **insured** incidents of identity theft, **we** will pay communication costs and for costs and expenses to make or defend against an appeal as long as the **insured** person tells **us** within the time limits allowed that they 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.
2. The maximum amount **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.

Legal costs

Following an **insured** person's identity theft:

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

Provided that;

- (i) *the **insured** person files a Garda report and notifies banks, buildings societies or other financial institutions as soon as possible; and*
- (ii) *the **insured** person tells **us** if they have previously suffered identity theft; and*
- (iii) *the **insured** person takes all **reasonable** action to prevent continued unauthorised use of their identity.*

What is not Covered by Identity Theft Legal Protection Policy

1. A claim where the **insured** person has 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 an **insured** person is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured** person.
6. A legal action that an **insured** person takes which **we** or the representative have not agreed to, or where an **insured** person does anything that hinders **us** or the representative.
7. A claim relating to written or verbal remarks which damage an **insured** person's reputation.
8. A dispute with **us** not otherwise dealt with under Condition 7.
9. Apart from **us**, the **insured** person is 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 the **insured** person which is proven.
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;

What is not Covered by Identity Theft Legal Protection Policy (Contd.)

- (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.
14. Fraud committed by another **insured** person under this **policy**.
15. Losses arising from an **insured** person's business activities.

Conditions Which Apply to the Identity Theft Legal Protection Policy

1. An **insured** person 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 by phone or 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 the name of an **insured** person, any claim or legal proceedings at any time. **we** can negotiate any claim on behalf of an **insured** person.
 - (b) An **insured** person is 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 the interests of an **insured** person 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.
 3.
 - (a) An **insured** person must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured** person does not accept a **reasonable** offer to settle a claim, **we** may refuse to pay further costs and expenses.
 - (c) **We** may decide to pay the **insured** person the amount of damages that the **insured** person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
 4. An **insured** person must tell the representative to have costs and
- (d) Any representative will be appointed by **us** to represent an **insured** person 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) An **insured** person must cooperate fully with **us** and the representative and must keep **us** up to date with the progress of the claim.
 - (g) An **insured** person must give the representative any instructions that **we** ask for.

Conditions Which Apply to the Identity Theft Legal Protection Policy (Contd.)

expenses taxed, assessed or audited, if **we** ask for this.

that would have been covered by any other **policy** if this **policy** did not exist.

5. If the representative refuses to continue acting for an **insured** person with good reason, or if an **insured** person dismisses the representative without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another representative.
6. If an **insured** person settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a representative, the cover **we** provide will end at once and **we** will be entitled to reclaim from **your** 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, the **insured** person can contact the Financial Service Ombudsman's Bureau for help, contact details are on page 3.
8. **We** can cancel this **policy** at any time as long as **we** tell **you** at least 14 days beforehand.
9. **We** will not pay any claim covered under any other **policy**, or any claim

10. This **policy** will be governed by the laws of the Republic of Ireland.

How we can help

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

Claims Department,
DAS Legal Expenses Insurance
Company Limited,
Europa House, Harcourt Centre,
Harcourt Street, Dublin 2.

We will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this **policy**, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Operations Manager at DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street,

Conditions Which Apply to the Identity Theft Legal Protection Policy (Contd.)

Dublin 2, or **you** can phone **us** during standard office hours on 01 670 7470 or email **us** at customerrelations@das.ie.

Details of **our** internal complaint handling procedures are available on request. If **you** are still not satisfied, **you** can contact: The Insurance Division of the Financial Service's Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. **You** can also contact them on 1890 882 090 (Call Operator Charges May Vary).

Website: www.financialombudsman.ie
(Using this service does not affect **your** right to take legal action.)

ESB Home Insurance is arranged by JLT Insurance Brokers Ireland Limited. It is underwritten by Allianz p.l.c.

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Calls may be recorded or monitored for regulatory, training and quality purposes.