

# HOME INSURANCE POLICY



## Helpful Numbers

ESB Staff Insurance Scheme (01) 702 6699

Claim Notification: (01) 613 3990

24 Hour Emergency Helpline Service: (01) 613 3990

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**.

# Contents

Page	
3	Introduction
4-10	Definitions applicable to the Home Insurance Section
11-17	Section 1: Insurance of the Buildings
18-29	Section 2: Insurance of the Contents
30-31	Section 3: All Risk on Miscellaneous Personal Property
32-33	Section 4: All Risk on Specified Valuables and Other Property
34	Section 5: Pedal Cycles
35-38	Section 6: Mobile Home / Caravan
39-40	Section 7: Small Pleasure Craft
41	Section 8: Child Death Benefit
42-43	Section 9: Family Personal Accident
44-46	Conditions which apply to all sections of the Home Insurance Policy
47-48	Exclusions which apply to all sections of the Home Insurance Policy
49-50	Conditions which apply in the event of a Claim
51-53	Endorsements to the Home Insurance Policy
54-55	Data Protection- How we use your information
56-58	Important information relating to your Allianz Policy
59-63	Risk Management Guide
64	Material Fact/Duty of Disclosure/Alteration of Risk
64	Contract Law

## 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 that reads "Helen Merry". The signature is written in a cursive style with a horizontal line underlining the name.

Helen Merry  
Chief Underwriting Officer.

### **Insurance Act 1936 (or future amendments thereto)**

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

### **Finance Act 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.

<b>Accidental Damage</b>	Damage immediately caused by external means other than a deliberate act of the <b>insured</b>
<b>Betterment</b>	Increase in value following repair or replacement.
<b>Bodily Injury</b>	Accidental injury, accidental death, accidental disease or accidental illness of any person
<b>Buildings</b>	The structure at the <b>risk address</b> , 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 <b>integrated appliances</b> all on the same site.
<b>Business Equipment</b>	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 <b>you</b> or any member of <b>your household</b> but excluding <b>business equipment</b> 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><b>Company</b></p>	<p>The word “<b>company</b>” wherever it appears shall be deemed to mean Allianz p.l.c.</p>
<p><b>Contents</b></p>	<p>All items including <b>money</b> belonging to <b>you</b> or members of <b>your household</b> normally residing with <b>you</b>, or for which <b>you</b> are legally responsible, contained within <b>your</b> home, garage, greenhouses or domestic outbuildings.</p> <p>Solely in respect of fixtures and fittings for which <b>you</b> are responsible as occupier of the <b>buildings</b> 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><b>Contents</b> does not include <b>motor vehicles</b>, 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 <b>business equipment</b>) and property which is more specifically insured.</p>
<p><b>Domestic Employee</b></p>	<p>Any person under a contract of service with <b>you</b> 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 <b>risk address</b>.</p>
<p><b>Effective Date</b></p>	<p>This is the date stated in the <b>schedule</b> 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 <b>you</b> must pay as part of certain claims. This amount will be shown in the <b>schedule</b> 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 <b>excess</b> 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 <b>excess</b> will be deducted from the amount of the claim.
Fees	Architects, surveyors and other professional <b>fees</b> which <b>you</b> have to pay in connection with repairing or reinstating the <b>buildings</b>
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 " <b>he</b> ", " <b>him</b> " and " <b>his</b> " herein also mean respectfully and if applicable " <b>she</b> " or " <b>it</b> ", " <b>her</b> " or " <b>it</b> ".
Household /Family	<b>You</b> and <b>your</b> domestic partner and members of <b>your family</b> (including foster children) and their domestic partners and anybody else who normally and permanently resides with <b>you</b> at <b>your</b> 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 <b>insured</b> named in the <b>policy schedule</b> . Their domestic partner and members of <b>his/her family</b> and their domestic partners who normally reside with the <b>insured</b> at the time of the loss or solely in respect of cover for <b>contents</b> temporarily removed, such persons as defined above residing in rented accommodation whilst attending full time education. <b>Your</b> resident <b>domestic employees</b> .
Integrated Appliances	Devices designed for a specific task which are fixed to or form part of the <b>buildings</b> or of fittings to the <b>buildings</b> .
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 <b>insured</b> property by persons having access or invited onto the premises with the <b>insured's</b> consent.
Local Authority Requirements	<p>The additional costs <b>you</b> have to pay to meet <b>local authority requirements</b> requirements when repairing or reinstating damage to the <b>buildings</b>.</p> <p>Costs not covered: Any cost for complying with requirements or regulations of which <b>you</b> have been advised before the loss damage or destruction occurred.</p>
Loss of Eye	Physical loss of an <b>eye</b> 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.
Mobile Home	The term “ <b>mobile home</b> ” is deemed to include the term “trailer tent” or “trailer caravan”
Money	Cash, bank and currency notes, cheques, <b>money</b> 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	<b>Permanent total disablement</b> other than by <b>loss of limb</b> or <b>eye</b> from gainful employment of any and every kind. Such disablement proved to <b>our reasonable</b> satisfaction permanent without any expectation of recovery
Period of Insurance	The period for which <b>we</b> have accepted <b>your</b> premium and issued a <b>schedule</b> of insurance.
Policy	The documents consisting of <b>your proposal</b> or statement of fact, this <b>policy</b> document, <b>your schedule</b> and any <b>endorsements</b>

(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.)

Proposal	Any information and other accompanying details or information provided by <b>you</b> or on <b>your</b> behalf which may affect terms, conditions or premiums payable in respect of this <b>policy</b>
Reasonable	Using sound or moderate judgement without making unfair demands
Removal of Debris	Any amount <b>we</b> agree to pay for removing debris, demolishing, propping or shoring up parts of the <b>buildings</b> which have been damaged
Risk Address	The house, bungalow or self-contained purpose built apartment at the address shown in the <b>schedule</b>
Schedule	The document which describes <b>you</b> and the <b>sum insured</b> and any details of <b>your policy</b> that are specific to <b>you</b>
Settlement	The downward movement of the site on which the <b>buildings</b> stand due to the application of superimposed loading from the <b>buildings</b>
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 <b>buildings</b> stand, from causes unconnected with loading from the <b>buildings</b>

## Definitions Applicable to the Home Insurance Section (contd.)

Sum Insured	The amount shown in <b>your schedule</b> or subsequent renewal notice subject to index linking (as appropriate).
Unoccupied	Not lived in by <b>you</b> or any member of <b>your household</b> or by any other person with <b>your</b> permission
Visitor	Any person who does not normally or permanently reside at the <b>risk address</b> 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 <b>insured</b> in the <b>schedule</b> .

# 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

## Section 1: Insurance of the Buildings (Contd.)

- iii. any underground cable or service supplying the insured **buildings** for which you are legally responsible

The maximum amount payable is €2,000.

### 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.

### 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.

If a claim is made under Section 1 and or Section 2 the maximum

amount payable of €5,000 applies.

### 7. Legal Fees

Legal **fees** which **you** have to pay to repossess **your buildings** following occupation by squatters. **We** will not pay for **fees** incurred without **our** permission.

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.

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**.

## Section 1: Insurance of the Buildings (Contd.)

The maximum amount payable is €2,000.

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

### 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** or by a member of **your household** solely in respect of clerical and administration duties carried out by **you** or by a member of **your household**.

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

## Section 1: Insurance of the Buildings (Contd.)

- the **buildings**, mechanically or electrically propelled vehicles (other than domestic gardening 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

## Section 1: Insurance of the Buildings (Contd.)

costs, 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.

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

## Section 1: Insurance of the Buildings (Contd.)

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** or by a member of **your household** solely in respect of clerical and administration duties carried out by **you** or by a member of **your household**.

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.

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

## Section 1: Insurance of the Buildings (Contd.)

<b>Buildings including fees, removal of debris and local authority requirements</b>	The sum <b>insured</b>	Where any article forms part of a set, pair or suite, the <b>company</b> 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.
Fire Brigade Charges	€5,000	
Trace and Access	€2,000	
Legal fees	€12,750	<b>Under Insurance Clause:</b> If the <b>sum insured</b> at the time of loss or damage is less than the cost of replacing all of the property <b>insured</b> , the <b>company</b> will pay only for the proportion of the loss or damage which the <b>sum insured</b> bears to such costs.
Alternative Accommodation	20% of <b>Buildings sum insured</b>	
<b>Storm damage to metal gates</b>	€1,000	

## 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 burglar alarm

(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.)

keyswitch if the keys have been lost or damaged.

### 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 €650.

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, and or credit cards which

## Section 2: Insurance of the Contents (Contd.)

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 €2,000 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** or by a member of **your household** solely in respect of clerical and administration duties carried out by **you** or by a member of **your household**.

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.
  2. Where the **risk address** is a holiday home or a

## Section 2: Insurance of the Contents (Contd.)

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 employee** whilst temporarily employed by **you** away from the **buildings**, the

## Section 2: Insurance of the Contents (Contd.)

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 (other than model aircraft), watercraft and the

## Section 2: Insurance of the Contents (Contd.)

- 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** or by a member of **your household** solely in respect of clerical and administration duties carried out by **you** or by a member of **your household**.
- (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:

## Section 2: Insurance of the Contents (Contd.)

- a. damage to the **buildings**
- 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. **Accidental damage** caused by the insured to **business equipment** 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.
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.
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.

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:

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.

## Section 2: Insurance of the Contents (Contd.)

(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** or by a member of **your household** solely in respect of clerical and administration duties carried out by **you** or by a member of **your household**.

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

- 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 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".

## 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.

## Section 2: Insurance of the Contents (Contd.)

### 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

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

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

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 €2,000 whichever is the lower.

This inner limit of €2,000 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.

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

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. 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**.

## 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.

The maximum amount payable in respect of any one incident is €320.

## Section 6: Mobile Home / Caravan (Contd.)

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 or design, the

## Section 7: Small Pleasure Craft (Contd.)

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

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

## 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

- (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: 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

### 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.

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

## Section 9: Family Personal Accident (Contd.)

4. If an accident happens which gives rise to a claim under Benefits 1 to 3  
  
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.

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

**5. Transfer of Interest:**

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

**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.

**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.

**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

If any claim under the **policy** is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or

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

submission of forged or falsified documents), are used by **you** or anyone acting on your behalf to obtain any benefit under the **policy**, all benefit is forfeit.

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, **we** will recalculate **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 or equal than the amount noted on your schedule plus the applicable government levy.

### 9. Disagreement over a claim

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 in accordance with the law at the time. The Arbitrator will be jointly agreed by **you** and **us**. The making of an award shall be a condition precedent to any right of action against **us**. Differences not referred to arbitration within 12 calendar months from the date on which the Financial Services Ombudsman confirmed that they were unable to investigate the dispute will be deemed to have been abandoned.

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

### 10. Subrogation

Subrogation is the process whereby when **you** have the right to recoup damages and/or costs from another person, resulting from an incident which is covered under your **policy**, **we**, **your** insurer, are entitled to recover such amounts from the other person(s). In the event that the other person involved in the incident is a family member or cohabitant, or someone who caused an insured incident when using **your** motor vehicle with your consent, **you** may have decided not to recoup any resulting damages and/or costs. In such situations **we**:

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

wilful misconduct of the other person

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

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

### 11. Observance of conditions

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

## 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

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

instructions operating systems  
software programs and firmware.

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.

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

6. If at the time of any incident which results in a claim under 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

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

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**.

### 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.

### 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.

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**.

### 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:

- (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.

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.

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

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

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

### 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 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 **suminsured** 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](http://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, D04 Y6Y6, Companies Registration No. 143108. Vat no 4887986M. **Our** contact details are: tel: +353 1 6133000 and email: info@allianz.ie.

## Regulatory Status

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

## What we do

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

## 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 working 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.

### 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 or equal than the amount noted on your schedule plus the 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 (01) 613 3990 or contact **us** at Allianz plc, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. 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: Chief Customer Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. 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.)

The Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Tel + 353 1 567 7000, email: [info@fspo.ie](mailto:info@fspo.ie), website: [www.fspo.ie](http://www.fspo.ie). The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

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

## Risk Management Guide (Contd.)

loose branches are professionally removed to prevent them from 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

## Risk Management Guide (Contd.)

is available and before deciding on the installation of a particular system the proposed specification should be checked 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.

## Risk Management Guide (Contd.)

- Have access to sandbags or water absorbent polymer bags for emergency use.
- 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**.

## Material Facts / Duty of Disclosure / Alteration of Risk

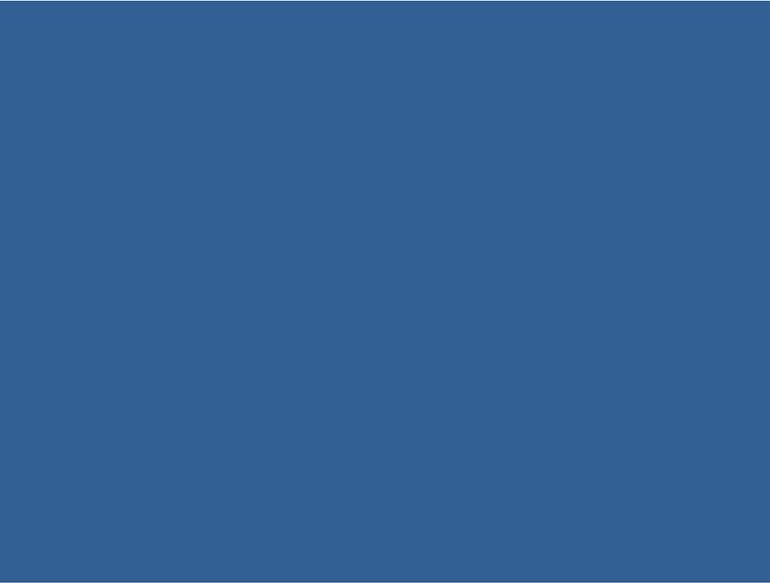
When arranging this insurance over the phone, by email, via our website or through **your** insurance intermediary **you** declared that the answers **you** provided were, to the best of **your** knowledge and belief, true and complete in every respect and that **you** did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. **You** acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of **your** policy and/or **your** claim not being paid at all or alternatively only part of **your** claim being paid to **you**. Please note that any alteration clause in the **policy** or any clause which refers to an alteration of risk will apply only where the subject matter of the policy has changed or altered. Any clause of the **policy** which refers to a material change will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both **you** and **us** when the policy sale was concluded. If **you** are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that **we** did not agree to cover, then please contact **us**.

## 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).



ESB 04/21 KD

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