



### **⊕ MAPFRE** | ASSISTANCE

Agency Ireland

# HOME SHARE HOUSEHOLD INSURANCE

### PART ONE UNDERWRITTEN BY

LLOYD'S SYNDICATE 4444 MANAGED BY CANOPIUS MANAGING AGENTS LIMITED GALLERY 9,
ONE LIME STREET, LONDON EC3M 7HA

### PART TWO UNDERWRITTEN BY

Mappre Asistencia Compania Internacional De Seguros Y reaseguros, SA trading as Mappre Assistance Agency Ireland.



### Index

Welcome	3
Home Emergency Assistance	4
Important Information concerning cancellation	5
Complaint Notice	6
Part One – Underwritten by Sompo Canopius	8
Definitions: The meaning of certain words and phrases	8
Important Note	11
How to make a claim	13
Anti-Fraud and Credit Checks	13
Data Protection	14
Contract of Insurance	15
Section One: <b>Buildings</b>	16
Extra benefits included with <b>Buildings</b>	19
Accidental damage to <b>Buildings</b>	22
Settling claims	23
Buildings Liability	25
Section Two: Contents	26
Extra benefits included with Contents	29
Accidental damage to Contents	35
Settling claims	37
Contents liability	39
Section Three: Personal items	41
Specified items	41
Unspecified valuables, clothing and Personal Belongings	41
Pedal cycles	41
New Purchases	41
Settling claims	43
General exclusions of Part One	44
General conditions of Part One	47
Endorsements	50
Security	57
Helpful hints	57
Part Two – Home Emergency Assistance - Underwritten by Mapfre Asistencia	
Compania Internacional De Seguros Y reaseguros, S A trading as Mapfre Assistance Agency Ireland.	59
Emorgancy Accistance	60
Emergency Assistance	60
Additional Services  Congress Conditions of Part Two	61
General Conditions of Part Two General Exclusions of Part Two	61
	62
Making a Claim	52

### Welcome

Thank you for choosing Wrightway Home Share for your household insurance.

We know how important it is to have peace of mind when it comes to protecting Your Home and treasured possessions, so as a valued customer We are determined to making insuring with Us as easy and problem free as possible and in the unfortunate event that You have to make a claim We aim to provide You with an exceptional service.

If You have any questions about these documents, please contact Your insurance broker who will be pleased to help You.

This policy comprises two parts which together make up your cover.

**Part One** – Building and/or Contents Insurance - Underwritten by Sompo Canopius, Lloyd's Syndicate 4444 managed by Canopius Managing Agents Limited (Sompo Canopius).

And

**Part Two** – Home Emergency Assistance - Underwritten by Mapfre Asistencia Compania Internacional De Seguros Y reaseguros, S A trading as Mapfre Assistance Agency Ireland (Mapfre).

This policy which has been arranged by Wrightway Underwriting Ltd is a contract between Sompo Canopius (Part One only), Mapfre (Part Two only) and **You**. The proposal form or statement of facts and declaration which **You** made to **Us** forms part of this Contract.

The Schedule and any Endorsements are all part of the Policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Page 8 (Part One only) and Page 59 (Part Two only) of this policy booklet.

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

This cover applies throughout the Republic of Ireland.

If you have any questions about these documents, please contact your insurance broker who will be pleased to help you.

Paul McBrearty

Head of Personal Lines – UK Property Sompo Canopius

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Underwritten by Lloyd's Syndicate 4444 managed by Canopius Managing Agents Limited.

Sompo Canopius is a brand name for Canopius Managing Agents Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847).

Registered in England & Wales, no. 01514453. Registered office: Gallery 9, One Lime Street, London EC3M 7HA. Signed on behalf of the Company

C. Senior

By Authority of the Board

Underwritten by Mapfre Asistencia Compania Internacional De Seguros Y reaseguros, S A trading as Mapfre Assistance Agency Ireland.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Registered office at Ireland Assist House, 22 – 26 Prospect Hill, Galway, Ireland

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

If you experience an emergency at Home please telephone <091 560626 > or if you are calling from outside of Ireland telephone <+353 91 560626 >

For convenience it may be advisable to save this number to your mobile phone

This is a summary only for full conditions and exclusions please see page 61 of this document

### Your Benefits - Emergency Assistance

We will provide assistance for emergencies relating to:

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

**Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within **Your** Property.

**Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered **Your** Property insecure, including theft or loss of keys and/ or broken external window glass.

**Roofing** – damage to the roof of **Your** Property necessitating repair.

**Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.

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

#### Your Benefits -Additional Services

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

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

Furniture Storage - If Your Property is deemed uninhabitable, and it is necessary to remove Household furniture for security reasons, We will provide 7 days storage for Your furniture and transport to and from the security storage location up to a distance of 50km from Your home. Subject to a maximum payable of €200 any one incident.

**Urgent Message Relay** - When an emergency occurs within **Your** Property, **We** will relay two urgent messages to a family member at Home or abroad.

If **You** need, at any stage, **We** will provide the following services:

**Essential Information** - If **You** need the telephone number of an essential service urgently, simply call the freefone number above and **We** will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

**Home Assistance Hotline** - In the case of non-emergencies, **We** will provide a hotline for all of the services listed above. Simply call the freefone number and ask for the hotline service and We will provide **You** with a contact number for one of Our Authorised Contractors with whom **You** can discuss the problem and obtain a no obligation competitive quotation for the work involved.

### Important Information concerning cancellation

#### (a) Your right to cancel during the cooling-off period

**You** are entitled to cancel this policy by notifying **Your insurance broker** in writing within fourteen (14) days ("The Cooling off period") of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your** period of insurance; whichever is the later.

A full refund of any premium paid by **You** will be made unless **You** have made a claim in which case **We** reserve the right to retain the full premium.

#### (b) Your right to cancel after the cooling-off period

**You** are entitled to cancel this policy after the cooling-off period by notifying **Your insurance broker** in writing. Any refund of premium paid by **You** will be calculated at a proportional daily rate depending on how long the policy has been in force, unless **You** have made a claim in which case **We** reserve the right to retain the full premium.

If cancellation is at **Your** request (after the cooling-off period), **We** will deduct the Home Emergency Assistance premium of €9.33 (Part Two) and if cancelled during the first year of insurance an administration charge of €75 (Part One), will be deducted from any refund due to you

### (c) Our Right to Cancel

**We** are entitled to cancel this policy, if there is a valid reason to do so, including, but not limited to:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;
- (iv) the use of threatening or abusive behaviour or language;
- (v) failure to take reasonable care of the property insured;

by giving **You** fourteen (14) days' notice in writing. Any refund of premium paid by **You** will be calculated at a proportional daily rate depending on how long the policy has been in force. In addition We will deduct the following from any refund due to you:

The Home Emergency Assistance premium of €9.33 (Part Two)

If **You** have made a claim **We** reserve the right to retain the full premium.

### **Complaint Notice**

### Our service committment to you

Wrightway Underwriting Ltd (Wrightway) aim to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly at all times, Wrightway are committed to providing You with the highest standard of service. Any complaint, questions or concerns should be addressed in the first instance to:

Complaints Officer. Wrightway Underwriting Ltd Limekiln House Drinagh Co Wexford. Y35 KX2P

Tel: (053) 9167100 Email: info@wrightway.ie

If the complaint is still not resolved to **Your** satisfaction and refers to Part One, **You** should contact:

The Lloyd's managing agent Divisional Underwriter - UK Property Canopius Managing Agents Limited, Gallery 9. One Lime Street.

London EC3M 7HA

Tel: 020 7337 3700 Fax: 020 7337 3999 Email: contact@sompocanopius.com

or the party named above that it has appointed to adjudicate on **Your** complaint on its behalf, will acknowledge Your complaint, in writing, within five business days of the complaint being made. It will also inform **You** of the name of one or more individuals that will be **Your** point of contact regarding **Your** complaint until the complaint is resolved or cannot be progressed any further.

The Lloyd's managing agent or the party named above that it has appointed to adjudicate on **Your** complaint on its behalf, will provide You with an update on the progress of the investigation of **Your** complaint, in writing, within twenty business days of the complaint being made.

The Lloyd's managing agent or the party named above that it has appointed to adjudicate on **Your** complaint on its behalf, will aim to provide **You** with its decision on **Your** complaint, in writing, within forty business days of the complaint being made.

Should **You** remain dissatisfied with the final response from the above or if You have not received a final response within forty business days of the complaint being made, You may be eligible to refer **Your** complaint to the Financial Services Ombudsman (FSO).

The contact details are as follows:

Financial Services Ombudsman 3rd Floor, Lincoln House Lincoln Place Dublin 2 Ireland

Tel: +353 1 6 620 899 Fax: +353 1 6 620 890 E-mail: enquiries@financialombudsman.ie

The complaints handling arrangements above are without prejudice to **Your** rights in law. 01/07/15 LSW1836A

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

If **Your** complaint, questions or concerns are in relation to Part Two only **You** should in the first instance contact Wrightway.

Complaints Officer, Wrightway Underwriting Ltd Limekiln House Drinagh Co Wexford. Y35 KX2P

Tel: (053) 9167100 Email: info@wrightway.ie

If **Your** complaint is still not resolved to **Your** satisfaction and refers to Part Two, **You** should contact:

Complaints Specialist Customer Service Department Mapfre Assistance Agency Ireland 22-26 Prospect Hill Galway

Tel: 091 560649 Email: customer.service@mapfre.com

If **You** are still dissatisfied, **You** may contact:

The Financial Services Ombudsman's Bureau Third Floor, Lincoln House, Lincoln Place Dublin 2

LoCall: 1890 882090

Telephone: 01 662 0899 Fax: 01 662 0890 Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Following this procedure does not affect **Your** legal rights.

### Part One – Underwritten by Sompo Canopius

### **Definitions**

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements. These words are shown in **bold**.

**Accidental damage**: Damage caused as a direct result of a single unexpected event.

**AirBnB guest**: An AirBnB guest is a person or persons who have arranged to stay at Your Home as a guest for no longer than 14 days through the facility of AirBnB only.

**Buildings**: **Your home**, greenhouses and sheds all on the same site and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.

The main structure (unless shown differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

**Business equipment**: Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in **Your Home** (other than equipment belonging to **Your** employer).

**Contents**: Household goods, **personal belongings**, clothing and other items in **Your home**, belonging to **You** or for which **You** are legally responsible, and also includes:

- money (up to €1,000 in total);
- stamp, coin or other collections (up to €1,500 in total);
- guests' clothing and **Personal Belongings** (up to €1,500 in total);
- business equipment (up to €7,500 in total);
- valuables, pictures, works of art and curios:
  - up to 35% of the sum insured for **Contents** in total for these items subject to a maximum of €4,000 for any one article, set or collection
  - up to €7,500 for any one plasma, liquid, liquid crystal display or digital light projection, front projection or CRT front projection television, free-standing hot tubs, free- standing Jacuzzi or free-standing spa

#### **Contents** does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically, mechanically, or power-assisted vehicles (other than
- domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft,
- land or sand-yachts, parakarts, jet-skis or watercraft, or any parts or accessories for these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **business equipment**; or
- any part of the **Building** except improvements and decoration in **Your Home** for which **You** are legally responsible under a tenancy agreement.
- any property, clothing and Personal Belongings belonging to any AirBnB guest

**Credit cards**: Credit, cheque, debit and charge cards which belong to **You** and for which **You** are legally responsible.

**Domestic Employee**: Any person under a contract of service with You which is solely for private domestic duties including gardeners, persons carrying out repair work other than contractors or persons engaged solely to make extensions or non-maintenance alterations to the Home, and other temporary or casual employees.

**Family**: **You**, **Your** domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in **Your home**.

**Guest**: A person who is invited to visit Your Home or attend a particular social occasion other than as an **AirBnB guest**.

**Home**: The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

Household: Your family and domestic staff who permanently reside in the Home

**Ireland**: Republic of Ireland

#### Money:

current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques;

postal or **Money** orders, and current postage stamps;

Premium Bonds, National Savings stamps and certificates;

gift vouchers or tokens;

travel tickets, phonecards; and

luncheon vouchers.

Money does not include bitcoin or other virtual currencies.

**Occupant**: You or a member of Your family or a person authorised by You living in Your home.

**Period of insurance**: The length of time covered by this insurance (as shown on the schedule) and any extra period for which **We** accept **Your** premium.

**Permanently Reside**: The property must be permanently resided in by You or Your Family for at least 265 inconsecutive days. Normal Annual Holidays away from the Home of up 21 days consecutive will not break the Permanent Residence.

**Personal belongings**: Articles which **You** are wearing, using or carrying. **Personal belongings** do not include:

- tools or instruments used or held for business, profession or trade purposes;
- valuables;
- money and credit cards;
- pedal cycles;
- motor vehicles, electrically, mechanically, or power-assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items;
- any property which is more specifically insured by this or other insurance.

**Self-contained**: Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits, which only **You** live in.

**Unfurnished**: Where **Your Home** is not furnished enough to be lived in.

**United Kingdom**: Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

**Unoccupied**: If the property has not been permanently resided in by You or Your Family for more than 265 inconsecutive days, the house will be deemed Unoccupied. The property is deemed to be Unoccupied if the residency is limited to frequent visits or occasional staying overnight in the property. Visiting the property and/or occasionally staying in the property will not break the Unoccupied period. Normal Annual Holidays away from the Home of up 21 days consecutive will not break the Unoccupied Period.

**Valuables**: Articles of gold, silver, other precious metals, jewellery, gemstones, pearls, furs, watches, portable televisions, audio, video and computer equipment, telescopes, binoculars, photographic equipment, sports and/or camping equipment, musical instruments and guns belonging to **You** or for which **You** are legally responsible.

#### We, us, our: The Underwriter, Sompo Canopius

You, Your, Insured: The person or persons named as policyholder(s) in the schedule

**Your Broker**: A registered Insurance broker and/or Intermediary giving advice to You in respect of product suitability as well as collecting premiums for Us, and giving advice to You in respect of claims

### Important Note

This is Your Home Share Insurance Policy. Please read it carefully. It sets out the details of the contract You have made with us. The proposal form or statement of facts and declaration which You made to Us are incorporated in and form part of this contract. Failure to disclose material facts could result in Your contract being cancelled or invalidated, a claim not being paid, a claim payment being reduced, difficulty in obtaining insurance in the future and failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

The schedule and any endorsements are all part of Your policy and shall be considered as one document. Check Your schedule to find out which sections You are insured for and read them along with Your policy. You should also pay particular attention to the Conditions and Exclusions set out on Pages 47 and 44 as these apply to all sections. Whilst Your Home Share Policy insures You against a wide range of contingencies, it does not insure You against every possible loss, for example, it is not a maintenance contract, and if the only damage is due to wear, tear or deterioration there is no cover under Your policy.

You must tell Us immediately of any changes in the information You have given Us in Your proposal or any other changes which affect or are material to this insurance. Material information is any fact that We would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would change Our decision to provide You with insurance or reasonably change the premium We charge or alter the cover and terms We apply to Your policy. Information We require includes for example, if You make any alteration to Your property, which makes losses more likely to happen or more serious if they do happen. If You do not let Us know You could invalidate Your policy.

Remember to tell Us if You plan to leave Your Home Unoccupied for more than 21 consecutive days and what additional measures You are going to take. Please note there is a significant reduction in cover when Your Home is Unoccupied for more than 21 days.

Please read this policy and the schedule (including Endorsements) very carefully, they form the contract of insurance. You should pay particular attention to the General Policy Exclusions, the Conditions and any Endorsements which apply.

Please tell Your insurance broker as soon as practicably possible if You have any questions, the cover does not meet Your needs, or any part of Your insurance documentation is incorrect.

This policy is underwritten by Us and arranged through Wrightway Underwriting Ltd.

Any loss, damage or liability caused by an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

Any loss, damage or liability to an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

#### Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to Us. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium;

We will notify **You** in writing if (a), (b) and/or (c) apply by giving **You** fourteen (14) days notice that **We** are terminating this policy.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply. If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** fourteen (14) days' notice that **We** are terminating this Policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the Period of Insurance: as outlined in Important Information concerning cancellation: c) our right to cancel on page number 5

### Change In Circumstances

**You** must tell **Us** immediately when **You** become aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

### How to make a claim

If the loss is an emergency which requires immediate action, (a) render the property safe and/or (b) secure the building against further loss or damage, please contact 091 560626 to avail of the Home Emergency Assistance as noted under Part Two of the policy on Page 59.

If You are unfortunate enough to have suffered a loss;

First, check Your insurance policy to see if the incident that has occurred is covered by Your Policy,

if it is please contact Your insurance broker who will take details of Your claim and arrange to notify Wrightway Underwriting Ltd who will arrange for an approved loss adjuster, if required, to call out to Your Home and deal with the damage that has occurred.

We will also find out what items have been damaged or stolen and take steps to organise replacements at Our discretion.

Any loss, damage or liability caused by an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

Any loss, damage or liability to an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

#### Claims notification period

Please note that all claims must be notified as soon as possible but no later than 14 days of their occurrence. Please refer to the Policy Conditions section of this document and familiarise Your self with Your obligations as failure to comply could result in Your claim being refused.

### Anti-Fraud and Credit Checks

We may conduct anti-fraud and credit checks using various databases such as but not limited to Insurance Link at any stage of **Your period of insurance** to confirm that all information provided to **Us** by **You** is correct.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use the information recorded with fraud prevention agencies to prevent fraud and Money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Data Protection Notice

It is a condition of this policy that **You** read and accept the terms of this data protection notice. **You** should show this notice to anyone covered by this policy.

The details **You** have provided will be processed in accordance with the Data Protection Act 1998 and other applicable laws. **We** share data with approved organisations for underwriting and fraud prevention purposes. **Your** data may also be processed outside of the European area. In all instances **We** ensure an adequate level of protection is given to **Your** information.

In order to assess the terms of an insurance contract or administer claims that arise, **We** may need to collect data that the Data Protection Act 1998 defines as sensitive (such as medical data or criminal convictions).

In order to process **Your** information for the purposes of providing insurance and claims handling it may be necessary to pass **Your** information to carefully selected third parties and other Group companies.

We share information with other Insurers, certain government organisations and other authorised organisations for the purpose of insurance underwriting, preventing or detecting fraud, managing claims and managing complaints.

If **You** have any queries, please contact the Data Protection Officer at:

Sompo Canopius, Gallery 9, One Lime Street, London EC3M 7HA

Any information **You** have provided to Wrightway Underwriting Ltd will be processed, in compliance with the provisions of the Data Protection (Amendment) Act 2003.

### The Contract of Insurance

This policy, the schedule and any endorsements set out what is and what is not covered, together with the sum insured and any special terms that may apply. They form the contract of insurance between **You** and **Us** and should be read together. Please read them carefully to make sure they provide the cover **You** need. **You** should keep them in a safe place. **You** may need them if **You** have to make a claim. This policy is based on the information **You** gave when **You** applied for the insurance and **Your** agreement to pay for it. **You** must tell **Us** about any changes in this information as soon as possible, otherwise **You** may not be covered.

This insurance is written in English and all communications about it will be in English. Unless **We** have agreed otherwise with **you**, this contract is governed by Irish law.

### **Section One: Buildings**

The schedule will show if this cover applies.

Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

What is covered	What is not covered
Insured events	
Loss or damage to <b>Your Building</b> during the <b>Period of insurance</b> caused by the following:	
1. Fire, Smoke, Lightning, Explosion or Earthquake	Loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause.  The first €250 of each and every loss
2. Storm, Flood or Weight of Snow	Loss or damage caused by:     • frost;     • subsidence, heave or landslip;     • underground water.  Loss or damage to:     • swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates;     • radio or television aerials, fixed satellite dishes, their fittings or masts.     • Contents outside the Home     • The first €250 of each and every loss
3. Subsidence or heave of the site on which Your Building stand, or landslip.	<ul> <li>Loss or damage caused by:</li> <li>coastal or river erosion;</li> <li>new structures bedding down, settling, expanding or shrinking;</li> <li>newly made up (surfaced) ground settling;</li> <li>faulty design, workmanship or materials;</li> <li>construction work or repairing, demolishing or altering,</li> <li>Groundworks or excavation of Your buildings;</li> <li>normal settlement, shrinkage or expansion; or</li> <li>the action of chemicals on or the reaction of chemicals with any materials which form part of Your buildings.</li> <li>the use of defective materials, pyrite or inadequate construction of foundations.</li> <li>an occurance which originated prior to inception of this policy.</li> <li>where compensation is provided by contract or legislation.</li> </ul>

What is covered	What is not covered
continued	<ul> <li>Loss or damage to:         <ul> <li>swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause;</li> <li>solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;</li> <li>your Building if the loss or damage is covered by law, contract or legislation.</li> </ul> </li> <li>The first €2,000 of each and every loss.</li> </ul>
4. Riot, civil commotion, strikes and labour, political disturbances, Malicious acts or vandalism.	<ul> <li>Loss or damage caused;</li> <li>by You or Your guests or tenants;</li> <li>while Your Home is Unoccupied or Unfurnished for more than a period of 21 consecutive days.</li> <li>The first €250 of each and every loss</li> </ul>
5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	<ul> <li>If the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days.</li> <li>by subsidence, heave or landslip.</li> <li>to swimming pools.</li> <li>to the installation or appliance from which the water escapes</li> <li>to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> <li>The first €500 of each and every loss.</li> </ul>
6. Aircraft and other flying objects or anything dropped from them.	Loss or damage caused by: • you, Your family, Your Domestic Employees, paying guest or tenants. The first €250 of each and every loss
7. Theft or attempted theft	<ul> <li>by You or Your guests or tenants;</li> <li>while Your Home is Unoccupied or Unfurnished for more than a period of 21 consecutive days</li> <li>by any person lawfully in Your Home.</li> <li>The first €250 of each and every loss</li> <li>The first €750 of each &amp; every loss if You have declared to Us that Your have an alarm and Your alarm is not fully operational when Your Home is Unoccupied.</li> </ul>

What is covered	What is not covered
continued	No excess will apply when:
8. Leakage of oil from any fixed heating installation	<ul> <li>Loss or damage caused: -</li> <li>if the Building have been left Unoccupied or Unfurnished for more than a period of 14 consecutive days.</li> <li>by subsidence, heave or landslip.</li> <li>to the apparatus from which the oil escapes.</li> </ul> Any expenses incurred or levied where You retain experts or contractors (other than for emergency works) without Our express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to Our approval and We reserve the right to select such experts and contractors from Our pre-approved specialist panel. The first €500 of each and every loss.
9. Falling trees or branches, telegraph poles or lamp posts	<ul> <li>Loss or damage:</li> <li>caused by cutting down or trimming trees or branches; or</li> <li>to hedges, fences and gates.</li> <li>The cost of removal of the tree or branch unless damage has been caused to the <b>Building</b> by its fall.</li> <li>The first €250 of each and every loss.</li> </ul>
10. Loss or damage as a result of breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts. The first €250 of each and every loss
11. Being hit by any vehicle, train or animal	<ul> <li>Loss or damage caused to:</li> <li>paths or drives by the weight of any vehicle; or</li> <li>roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).</li> <li>Loss or damage caused by pets.</li> <li>The first €250 of each and every loss</li> </ul>

### Extra benefits included with buildings

We will also cover the following.

#### What is covered What is not covered 1. Breakage of Glass, Sanitary Loss or damage caused: after the **Building** have been left **Unoccupied** or **Units, Ceramic surfaces and** solar panels **Unfurnished** for more than a period of 21 consecutive Accidental breakage of fixed glass Any damage caused by chewing, tearing, scratching or forming part of **Your Building** fouling by pets. (including the cost of necessary boarding up before replacing broken The first €500 of each and every loss Accidental breakage of fixed sanitary fittings. Accidental breakage of ceramic glass in cooker hobs of built-in units. Accidental breakage of fixed solar panels forming part of Your

### 2. Costs for alternative accommodation

Buildings.

a. While **Your Home** cannot be lived in as a result of loss or damage covered by an insured event under section one: Buildings, **We** will pay the following expenses or losses **We** have agreed to the cost of similar accommodation for you, Your family and Your pets including the cost of temporary storage for **Your** furniture. b. If, as a direct result of damage caused to a neighbouring property, You are refused access to Your home, which **You** are living in, **We** will pay for up to two weeks the reasonable cost of alternative accommodation for you, Your family and Your pets. We will only pay if the damage caused to the neighbouring property would have been covered by an event insured by this section.

**We** will only pay if the damage caused to the neighbouring property would have been covered by an event insured by this section.

We will not pay for

- the cost of food and drink.
- for fuel and utility bills, property taxes, water charges or other charges for which
- costs You would have been liable if You were still living in the Home.
- a standard of accommodation higher than that provided by the **Home** in which **You** live.
- rent or the cost of alternative accommodation for any period longer than is necessary to reinstate the property.

Any amount over 20% of the sum insured for **Building** for any one claim.

The first €250 of each and every loss

	What is covered	What is not covered
3.	Loss of rent  In the event that the Home becomes temporarily uninhabitable as a result of an insured event under section one: Buildings, We will pay up to €250 for loss of income earned as an AirBnB Host for any one event in any one period of Insurance.	Any amount over €250 for any one event in any one period of Insurance.
4.	If You sell Your home, from the date You exchange contracts We will give the buyer the benefit of section one: Building until the sale is completed, as long as this is within the period of insurance.	Any claim for loss or damage to <b>Your Building</b> if the buyer is insured under any other insurance.  The first €250 of each and every loss
5.	Building fees and the cost of removing debris  After a claim, which is covered by an insured event under section one: Buildings, We will pay the following expenses or losses We have agreed to.  The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild Your buildings.  The cost of removing debris and demolishing or supporting parts of Your Building which have been damaged, in order to make the site safe.  The extra costs of rebuilding or repairing the damaged parts of Your Building to meet any regulations or laws set by Acts of Parliament or local authorities.	Any costs for preparing a claim. Any costs which relate to undamaged parts of <b>Your buildings</b> , except the foundations of the damaged parts of <b>Your buildings</b> . Costs involved in meeting regulations and laws if notice was served on <b>You</b> before the loss or damage happened. The cost of making the site stable. Any amount over 20% of the sum insured for <b>Building</b> for any one claim.  The first €250 of each and every loss
6.	Metered water  Accidental leakage of metered water caused by an insured event. Up to €500 in any period of insurance for charges You have to pay to Your water provider. You may only claim this benefit under one section of this document	The first €250 of each and every loss

	What is covered	What is not covered
7.	Tracing and accessing leaks	The first €250 of each and every loss
	If <b>Your Building</b> are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in <b>Your home</b> , <b>We</b> will pay the cost of removing and replacing any other part of <b>Your Building</b> necessary to find and repair the source of the leak and making good. <b>We</b> will not pay more than €750 for anyone event.	
8.	Accidental damage to underground cables, pipes or tanks serving Your Home for which You are legally responsible. We will pay up to €5,000 for each and every loss.	Damage caused by subsidence or heave of the land, or landslip. Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials. The cost of clearing blocked sewer pipes,drains, soakaways, pipes or underground tanks.  The first €250 of each and every loss
9.	Fire Brigade Charges	
	We will pay up to €2,000 for costs You have to pay under the Fire Services Act 1981 in relation to the fire brigade attendance at the Home which results in a claim under this policy.	

### Accidental damage to buildings

We will also cover the following.		
What is covered	What is not covered	
Accidental damage and breakage	Damage shown under the 'What is not covered' part of:  • 'Insured events 1-11'; and  • 'Extra benefits included with buildings'; in section one: Buildings.  Loss or damage caused after the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days.	
	Damage caused by:  (i) faulty workmanship, defective design, or the use of defective materials or pyrite,  (ii) escape of water from drains or drainage systems,  (iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions, fading caused by light or gradually operating cause, rot, rust, fungus, insects and vermin,  (iv) domestic pets,  (v) movement, settlement or shrinkage in any part of the Buildings,  (vi) movement of the land belonging to the Buildings,	
	<ul> <li>(vii) demolition or structural alteration or repair,</li> <li>(viii) any process of heating, drying, cleaning</li> <li>(ix) any process of cleaning, repairing, dyeing,</li> <li>renovating or maintaining <b>Your buildings</b>.</li> <li>(x) Cracking, scratching or breakage of china,</li> <li>marble, porcelain, glass or other similar brittle</li> <li>articles.</li> </ul>	
	domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).	

The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse

The first €250 of each and every loss

### **Settling Claims**

- (a) **We** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in 'Insured events 1-11' and 'Extra benefits included with **Buildings**'; in section one: **Building** subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, Household linen and pedal cycles.
- (b) **We** will pay up to the sum insured for **Building** shown in the schedule (plus any **Index Linking** adjustment applicable) for the **Cost of Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under Building Additional Benefits section of this policy.
- (c) If the **Building** are not rebuilt or repaired **We** will pay at **Our** option the difference between the market value of the **Building** prior to the loss or damage and the market value of the **Building** following the loss or damage.
- (d) If the **Building** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (e) If at the time of any loss or damage the sum insured is less than the **Cost of Rebuilding**, **We** will reduce the claim payment by the same percentage the property is under insured by. (Average Clause see below)

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

#### Sum Insured

The most **We** will pay under section one: **Building** is the sum insured shown on the schedule for **Building** adjusted in line with index-linking, including the extra expenses and fees listed under Extra benefit 4 'Building fees and the cost of removing debris' in section one: **Buildings**.

### Underinsurance (Average Clause)

If the sum insured at the time of the insured loss or damage is less than the Cost of Rebuilding or replacing as new all the **Building** & **Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **We** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the **Cost of Rebuilding** or replacing as new less the allowance for wear and tear will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this **Cost of Rebuilding** or replacing.

### Staged Claim Payments

Where **We** elect to settle **Your** claim on a cash basis, **We** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

### Maintaining the sum insured

After **We** have settled a claim, **We** will maintain the sum insured for **Buildings**, as long as **You** take any reasonable measures **We** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **Buildings**.)

### Index linking

The sum insured for **Building** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **We** decide.

If **You** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out as long as **You** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **Period of insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured.

### **Buildings Liability**

For the purpose of this section bodily injury will include death and disease.

#### What is covered

### Liability as the owner of Your home

We will insure Your liability as owner to pay for accidents happening in and around Your Home during the period of insurance. We will provide this cover if the accident results in:

bodily injury to any person other than you, Your Family or a domestic employee; or

loss or damage to property which you, Your family (or Your domestic employees) do not own or have legal responsibility for

We will not pay more than €2,000,000 for any one event plus any costs and expenses We have agreed to in writing. If You die, Your personal representatives will have the benefit of the cover under this section.

#### What is not covered

Liability arising:

- as occupier of **Your home**; from any agreement or contract unless **You** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate, or malicious act;
- from owning or occupying of any land or Building other than Your home;
- where **You** are entitled to cover from another source:
- from any profession, trade or business;
- from paragliding or parascending;
- from any infectious disease or condition;
- from **You** owning or using any:
- power-operated lift;
- electrically, mechanically or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
- from aircraft, UAV's/Drones, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
- from caravans or trailers;
- from animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts and amending legislation unless such dogs are, at all times, muzzled, under effective control and capable of identification.
- from horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and amending legislation.
- for death, injury, illness or disease of any member of **Your Household** or any other person permanently residing with **You**,
- for death, injury, illness or disease to a person under a contract of service or apprenticeship with You or a member of Your Family.

### **Section Two: Contents**

The schedule will show if this cover applies. Where any single event results in a claim under more than one section of the policy, the highest Excess only will apply.

What is covered	What is not covered
Insured events	
Loss or damage to <b>Your Building</b> during the <b>Period of insurance</b> caused by the following:	
1. Fire, Smoke, Lightning, Explosion or Earthquake	Loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause.  The first €250 of each and every loss
2. Storm, Flood or Weight of Snow	Loss or damage caused by:  • frost;  • subsidence, heave or landslip;  • underground water.  Loss or damage to:  • swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates;  • radio or television aerials, fixed satellite dishes, their fittings or masts.  • Contents outside the Home  The first €250 of each and every loss
3. Subsidence or heave of the site on which Your Building stand, or landslip.	<ul> <li>Loss or damage caused by:</li> <li>coastal or river erosion;</li> <li>new structures bedding down, settling, expanding or shrinking;</li> <li>newly made up (surfaced) ground settling;</li> <li>faulty design, workmanship or materials;</li> <li>construction work or repairing, demolishing or altering,</li> <li>Groundworks or excavation of Your buildings;</li> <li>normal settlement, shrinkage or expansion; or</li> <li>the action of chemicals on or the reaction of chemicals with any materials which form part of Your buildings.</li> <li>the use of defective materials, pyrite or inadequate construction of foundations.</li> <li>an occurance which originated prior to inception of this policy.</li> <li>where compensation is provided by contract or legislation.</li> </ul>

What is covered	What is not covered
continued	<ul> <li>Loss or damage to:         <ul> <li>swimming pools, hot tubs, Jacuzzis and spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause;</li> <li>solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;</li> <li>your Building if the loss or damage is covered by law, contract or legislation.</li> </ul> </li> <li>The first €2,000 of each and every loss.</li> </ul>
4. Riot, civil commotion, strikes and labour, political disturbances, Malicious acts or vandalism.	<ul> <li>Loss or damage caused;</li> <li>caused by You or Your guests or tenants; or</li> <li>while Your Home is Unfurnished or Unoccupied for more than a period of 21 consecutive days.</li> <li>The first €250 of each and every loss</li> </ul>
5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	<ul> <li>Loss or damage caused:</li> <li>If the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days.</li> <li>by subsidence, heave or landslip.</li> <li>to swimming pools.</li> <li>to the installation or appliance from which the water escapes</li> <li>to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> <li>The first €500 of each and every loss.</li> </ul>
6. Aircraft and other flying objects or anything dropped from them.	Loss or damage caused by:  • you, Your family, Your Domestic Employees, paying guest or tenants.  The first €250 of each and every loss
7. Theft or attempted theft	<ul> <li>Loss or damage caused:</li> <li>by You or Your guests or tenants;</li> <li>If the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days.</li> <li>by any person lawfully in Your Home.</li> <li>to any money, credit cards, valuables, pictures, works of art, curios, business equipment.</li> <li>to Contents in excess of €10,000 contained within a locked outbuilding.</li> </ul>

What is covered	What is not covered
continued	No excess will apply when:
8. Leakage of oil from any fixed heating installation	<ul> <li>Loss or damage caused: -</li> <li>if the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days.</li> <li>to the apparatus from which the oil escapes.</li> <li>by subsidence, heave or landslip.</li> <li>For any expenses incurred or levied where You retain experts or contractors (other than for emergency works) without Our express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to Our approval and We reserve the right to select such experts and contractors from Our pre-approved specialist panel.</li> <li>The first €500 of each and every loss.</li> </ul>
9. Falling trees or branches, telegraph poles or lamp posts	<ul> <li>Loss or damage:</li> <li>caused by cutting down or trimming trees or branches; or</li> <li>to hedges, fences and gates.</li> <li>The cost of removal of the tree or branch unless damage has been caused to the <b>Building</b> by its fall.</li> <li>The first €250 of each and every loss.</li> </ul>
10. Loss or damage as a result of breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts. The first €250 of each and every loss
11. Being hit by any vehicle, train or animal	Loss or damage caused by pets.  The first €250 of each and every loss

### Extra benefits included with contents

We will also cover the following.

		I
	What is covered	What is not covered
1.	Breakage of Glass, Sanitary Units, Ceramic surfaces and mirrors  Accidental breakage of: glass tops and fixed glass in furniture; ceramic glass in cooker hobs; and mirrors.	<ul> <li>Loss or damage caused:</li> <li>by chewing, tearing, scratching or fouling by pets.</li> <li>If the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days</li> <li>The cost of repairing, removing or replacing frames.</li> <li>The first €500 of each and every loss</li> </ul>
2.	Cost of alternative accommodation  a) While Your Home cannot be lived in as a result of loss or damage covered by an insured event under section two: Contents, We will pay the following expenses or losses We have agreed to the cost of similar alternative accommodation for you, Your family and Your pets, including the cost of temporary storage for Your furniture. b) If, as a direct result of damage caused to a neighbouring property, You are refused access to Your home, which You are living in, We will pay one of the following for up to two weeks for the reasonable cost of alternative accommodation for You and Your family.  We will only make the payment if the damage caused to the neighbouring property would have been covered by an event insured by this section.	<ul> <li>The cost of food and drink.</li> <li>Fuel and utility bills, property taxes, water charges or other charges for which You would have been liable if You were still living in the Home.</li> <li>For a standard of accommodation higher than that provided by the Home in which You live.</li> <li>the cost of alternative accommodation for any period longer than is necessary to reinstate the property</li> <li>Any amount over 20% of the sum insured for Contents for any one claim.</li> <li>The first €250 of each and every loss.</li> </ul>
3.	Loss of rent In the event that the Home becomes temporarily uninhabitable as a result of an insured event, We will pay up to €250 for loss of income earned as an AirBnB Host for any one event in any one period of Insurance.	Any amount over €250 for any one event in any one period of Insurance.

#### What is covered

#### What is not covered

## 4. Television sets, video and audio equipment and computers

**Accidental damage** to television sets, audio, video and computer equipment in **Your Home** or radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

Loss or damage caused by:

- chewing, tearing, scratching or fouling by pets;
- frost, the atmosphere, or fading caused by light;
- any process of cleaning, repairing, renovating or maintaining the item;
- heating, drying, dyeing, washing, restoring, dismantling or breakdown;
- faulty workmanship, design or materials; or
- information being erased or damaged on computer equipment.

#### Loss or damage to:

- styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software;
- mobile or portable phones or pagers;
- computers or computer equipment designed to be portable, while it is being carried, moved or transported; or
- video cameras and camcorders.

The first €250 of each and every loss.

#### 5. Metered water

Accidental leakage of metered water caused by an insured event.

Up to €500 in any **period of insurance** for charges **You** have to pay to **Your** water provider. **You** may only claim this benefit under one section of this document.

The first €250 of each and every loss.

#### 6. Household removal

Accidental loss or damage to **Your Contents** in a removal vehicle while being removed by professional removal contractors, from **Your Home** to a new permanent Home within **Ireland**, including while in temporary storage for up to five

The most **We** will pay will be the sum insured for **Contents** shown on the schedule.

Loss or damage to:

- pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
- money, credit cards or valuables.

The first €250 of each and every loss.

#### What is covered

#### What is not covered

### 7. Contents temporarily removed from the home

Loss or damage to **Your Contents** which are temporarily removed from **Your home**, but only if the items are within **Ireland** and the loss or damage is caused by: insured events 1 to 9, or 11 or 13; or theft or attempted theft (involving a forced and violent entry) from any:

- bank or safe deposit or while being transported by **You** to and from any bank or safe deposit;
- building where **You** are living or working (other than while You are a student in full-time education). The most **We** will pay is 20% of the sum insured for contents. But the most **We** will pay for loss or damage by theft or attempted theft to **Your Contents** in any garage or outbuilding is €5,000.

Loss or damage:

- while the **Contents** are in a furniture store, salesroom, or exhibition;
- caused by storm or flood while Your Contents are outside Your home;
- while Your Contents are worn, used or carried on you; or
- by theft or attempted theft unless there has been forced and violent entry or exit out of **Your home**.

The first €250 of each and every loss.

### 8. Contents outside but within the boundaries of Your home

Loss or damage caused by insured events 1 to 11, or 13 to **Your Contents** and garden furniture, toys or ornaments outside but within the boundaries of **Your home**.

The most **We** will pay for any one event is €1,000 (€5,000 for free-standing hot tubs, jacuzzis and spas).

Loss or damage to:

- trees, plants, shrubs or garden produce;
- money, credit cards, valuables, pictures, works of art and curios; or
- property in or on any motor vehicle or trailer, boat, caravan or mobile home.

The first €250 of each and every loss.

#### 9. Wedding gifts

During 14 days before and 14 days after **Your** wedding day, **We** will increase the sum insured for **Contents** by 10% to cover Your wedding gifts.

The first €250 of each and every loss.

What is covered	What is not covered
10. Christmas and birthday or wedding anniversaries	The first €250 of each and every loss.
During the month of December, and also for seven days before and seven days after <b>Your</b> birthday or wedding anniversary, <b>We</b> will increase the sum insured for <b>Contents</b> by 10% to cover Christmas, birthday or wedding anniversary gifts.	
11. Locks and keys	
If <b>Your</b> keys are lost or stolen for any outside door of <b>Your Home</b> or safe inside <b>Your Home We</b> will pay up to €600 for the cost of replacing keys and locks, or repair to Intruder Alarms installed in <b>Your home</b> .	
We will pay up to €500 for the cost of replacing food in Your domestic fridge or deep freezer, if it is spoiled by: the electricity or gas supply accidentally failing; or the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device.	<ul> <li>Loss or damage:</li> <li>caused by Your deliberate act or neglect;</li> <li>caused by the deliberate act of the supply authority or its employees (including strike action); or</li> <li>if Your gas or electricity supply is cut off because You have not paid a bill.</li> <li>if the fridge or freezer is more than 10 years old at the date of loss.</li> <li>The first €75 of each and every loss.</li> </ul>
13. Compensation for death	Any person under 16 years of age.
If You die from an injury within six months of the injury happening, <b>We</b> will pay €5,000 for each person killed, as long as the injury occurs in the <b>Home</b> as a result of: fire and smoke; earthquake, explosion or lightning; aircraft and other flying objects or anything dropped or falling from them; strikes and labour or political disturbances; being hit by any vehicle, train or animal; theft or attempted theft; storm or flood; or riot, civil commotion.	

What is covered	What is not covered
14. Domestic Oil	The first €250 of each and every loss.
We will pay up to €500 for accidental leaks of oil from domestic tanks which are caused by an insured event insured under section two: Contents.	
15. Replacing documents	The first €250 of each and every loss.
We will pay up to €500 for the cost of replacing the deeds of Your Home and documents which are lost or damaged as a result of an insured event under section two: Contents.	
16. New purchases	Loss or damage shown under the "What is not covered" parts of section two: Contents.
We will extend the existing cover You have under section two: Contents by up to €1,000 to cover new purchases You make, as long as You tell Us within 21 days of the purchase, and You pay the extra premium We ask for.	The first €250 of each and every loss.
17. Trees, shrubs, plants and lawns	The first €250 of each and every loss.
We will pay up to €500 for the loss of, or damage to, trees, shrubs, plants and lawns at Your Home if the loss is caused by the insured events 1,3,4,5,6,7,10 or 11 under section two: Contents.	
The most <b>We</b> will pay for any one tree, shrub or plant is €100.	
18. Moving as a direct result of violent crime  If You decide to move as a direct result of murder, manslaughter, rape or serious physical assault committed against You in Your Home by a non-family member (who criminal charges have been brought against), We will pay up to €2,500 for conveyancing costs, estate agents' fees and removal expenses You have to pay.	

What is covered	What is not covered
19. Student cover away from home	Loss or damage caused by theft or attempted theft unless there has been forced and violent entry into, or exit from, the building.
We will insure up to €2,500 worth of Your Contents which have been temporarily moved to a building where a member of Your family is in full-time education in Ireland.  The most We will pay for any one item is €500.	The first €250 of each and every loss.
<b>20. Money</b> We will pay up to €500 for loss or damage to <b>Your Money</b> anywhere in the world.	Any losses which are not reported to the police within 24 hours of discovering the loss. Loss of value or shortages due to mistakes. Loss or damage to <b>Money</b> held for business, profession or trade purposes. Loss of Money from the Home while any part of the Home is let or sub-let, unless entry to or exit from the
	Home is made using violence or force.  Stealing of Money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence or force.  The first €75 of each and every loss
21. Credit cards  We will pay up to €1,000 which You become legally liable to pay under the terms of Your personal credit card agreement if it is used by anyone without Your permission anywhere in the world.	Any losses which are not reported to the police and card company within 24 hours of discovering the loss. Any loss due to <b>You</b> breaking the conditions of using the credit card. Any loss arising from unauthorised use by You or anyone living with <b>You</b> or <b>Your Domestic Employees.</b> The first €75 of each and every loss
22. Fire Brigade Charges	
We will pay up to €2,000 for costs You have to pay under the Fire Services Act 1981 in relation to the fire brigade attendance at the Home which results in a claim under this policy.	

### Accidental damage to contents

The schedule will show if this cover applies.

What is covered	What is not covered
Accidental damage to Your contents	
——————————————————————————————————————	Damage shown under the 'What is not covered' part of:  'Insured events 1-11'; and 'Extra benefits included with contents'; in section two: Contents.  Any damage caused by: any process of cleaning, repairing, dyeing, renovating or maintaining Your buildings; or Damage to: domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).  Loss or damage caused after the Building have been left Unoccupied or Unfurnished for more than a period of 21 consecutive days.  Damage caused by: (i) faulty workmanship, defective design, or the use of defective materials or pyrite, (ii) escape of water from drains or drainage systems, (iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions, fading caused by light or gradually operating cause, rot, rust, fungus, insects and vermin, (iv) domestic pets, (v) movement, settlement or shrinkage in any part of the Buildings, (vii) movement of the land belonging to the Buildings, (vii) demolition or structural alteration or repair, (viii) any process of leaning, repairing, dyeing, renovating or maintaining the item; (x) using Your Contents in a way which is different to
	the manufacturer's instructions; or (xi) information being erased or damaged on computer equipment.

What is covered	What is not covered
continued	<ul> <li>Damage to:</li> <li>contact lenses, money, credit cards, stamps, coins or other collections;</li> <li>any powered machine while it is being used as a tool and if damage arises directly out of its use;</li> <li>clothing (including furs), food and drink; and</li> <li>free-standing hot tubs, Jacuzzis and spas.</li> </ul> The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.
	Contents lost in the Home.
	Damage to clothing (including furs), hearing aids, contact lenses, Money, stamps, mobile phones or similar devices, coins or medals, food or drink.
	Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.
	The first €250 of each and every loss.

# Settling claims

- a) **We** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in 'Insured events 1-11' and 'Extra benefits included with contents'; in section two: Contents subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, Household linen and pedal cycles.
- (b) The maximum amount that **We** will pay in respect of any one loss for **Contents** is the limit of indemnity stated in the schedule.
- (c) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear for clothing, footwear, floor coverings, Household linen and pedal cycles, is greater than the limit of indemnity for **Contents** shown in the schedule, **We** will pay only that proportion of the loss which the limit of indemnity bears to the replacement cost. (Average Clause see below)
- (d) The most **We** will pay is:
- €4,000 for any one article, set or collection unless these Contents are disclosed to **Us** in advance
- 35% in total of the total Contents sum insured for valuables, pictures, works of art and curios but not more than €4,000 for any one article, set or collection unless these Contents are disclosed to **Us** in advance
- €7,500 for any one plasma, liquid, liquid crystal display or digital light projection, front projection or CRT front projection television, free-standing hot tubs, free-standing Jacuzzi or free-standing spa
- €1000 for money
- €1,500 for stamp, coin or other collections
- €1,500 for guests clothing and personal belongings
- €7500 for business equipment
- (e) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- (f) In the event of loss or damage to any one article or pair or set of articles set or collection where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.
- (g) In the event of loss or damage to any one article, set or collection where the value exceeds €6,000 it will be necessary for a valuation (if not already provided) to be produced before any payment can be considered.
- If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

#### Sum insured

The most **We** will pay under section two: **Contents** is the sum insured for **Contents** shown on the schedule, plus any index-linking.

### Underinsurance (Average Clause)

If the sum insured at the time of the insured loss or damage is less than the **Cost of Rebuilding** or replacing as new all the **Building & Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **We** will pay only that proportion of the loss or damage which the sum insured bears to such cost. If it is necessary to make a deduction for wear and tear then the **Cost of Rebuilding** or replacing as new less the allowance for wear and tear will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this **Cost of Rebuilding** or replacing.

## Staged Claim Payments

Where **We** elect to settle **Your** claim on a cash basis, **We** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

### Maintaining the sum insured

After **We** have settled a claim, **We** will maintain the sum insured for **contents**, as long as **You** take any reasonable measures **We** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

### Index linking

The sum insured will be index-linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price or in line with any other index that **We** decide.

If **You** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **You** take reasonable action for the repair or replacement to be carried out immediately.

**We** will not make a charge for index-linking during the **period of insurance**. However, each time **Your** insurance is renewed, **We** will work out a new premium for the adjusted sum insured.

## Proof of value and ownership

To help **You** make a claim, **We** recommend that **You** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

# **Contents liability**

For the purpose of this section bodily injury will include death and disease.

#### What is covered

#### **Personal Liability**

**Your** legal liability to pay compensation for: bodily injury to any person other than you, Your family or a domestic employee; or loss or damage to property which **You** or **Your** domestic employees do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the period of insurance and within **Ireland** (or during a temporary visit of not more than 30 days elsewhere in the world).

**We** will not pay more than €2,000,000 for any one event plus any costs and expenses We have agreed to in writing.

If **You** die, **Your** personal representatives will have the benefit of this section for **Your** liability for an event covered by this section.

### Liability as occupier of Your home

**Your** legal liability to pay compensation as occupier of Your **Home** and the land belonging to the **Home** for any events which result in: bodily injury to any person other than **you**, **Your family** or a domestic employee; or loss or damage to property which you, Your family or **Your** domestic employees do not own or have legal responsibility for.

We will not pay more than €2,000,000 for any one event plus any costs and expenses We have agreed to in writing.

If **You** die, Your personal representatives will have the benefit of this section for **Your** liability for an insured event covered by this section.

#### What is not covered

**You** are not covered for any liability arising:

as owner of **Your home**;

from any agreement or contract unless You would have been legally liable anyway; from criminal acts;

as a result of an assault, alleged assault or a deliberate, or malicious act;

from owning or occupying any land or buildings other than Your home; where You are entitled to cover from another source; from any profession, trade or business; from paragliding or parascending; for any mechanically-propelled vehicle where any road traffic law says **You** must have insurance or security; from any infectious disease or condition;

from You owning or using any:

- power-operated lift;
- electrically, mechanically-propelled vehicles (including children's motor cycles and motor cars), horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
- aircraft, UAV's/Drones, hang-gliders, hovercraft, land or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
- caravans or trailers;
- animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts and amending legislation unless such dogs are, at all times, muzzled, under effective control and capable of identification.
- horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and amending legislation; or
- firearms, other than properly licensed shotguns.

Loss or damage while **Your Home** is **Unfurnished** or unoccupied.

Loss or damage shown under the 'What is not covered' part of section one: Buildings.

**You** are not covered for Liability:

- for death, injury, illness or disease of any member of **Your Household** or any other person permanently residing with You,
- for death, injury, illness or disease to a person under a contract of service or apprenticeship with You or a member of Your Family other than

#### What is covered

### **Accidents to domestic employees**

**Your** legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service.

**We** will pay up to €2,000,000, for any one event plus any costs and expenses **We** have agreed to in writing.

If **You** die, **Your** personal representatives will have the benefit of this section for **Your** liability for an event covered by this section.

#### What is not covered

#### domestic employees.

Loss or damage caused if the Building have been left **Unoccupied** or **Unfurnished** for more than a period of 21 consecutive days.

Malicious Damage, theft or attempted theft, caused by **You**, **Your Family** or any other person lawfully in **Your Home**.

Damage shown under the 'What is not covered' part of:

- 'Insured events 1-11'; and
- 'Extra benefits included with contents'; in section two: Contents.

Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **You** must have insurance or security.

death of, bodily injury to, or illness or disease of any member of **Your family** or any other person residing with **You**.

# **Section Three: Personal items**

The schedule will show if this cover applies.

#### What is covered

# Accidental loss, damage or theft anywhere in the world.

#### 1. Specified items

**We** will pay the cost of replacing or repairing any item specified on the schedule.

**We** will not pay more than the sum insured for that item as shown on the schedule.

### Unspecified valuables, clothing and personal belongings

We will pay the cost of replacing or repairing Your valuables, clothing and personal belongings.

The most **We** will pay for any one item is €1,500 (unless **We** have shown differently on the schedule).

#### 3. Pedal cycles

**We** will pay the cost of replacing or repairing **Your** pedal cycles or accessories.

The most **We** will pay for any one pedal cycle is €2,500 (unless We have shown differently on the schedule).

#### 4. New purchases

As long as sub-sections 1, 2 or 3 are in force, **We** will insure new purchases for up to €1,000 as long as **You** tell Us within 21 days of the purchase and **You** pay the extra premium **We** ask for.

#### What is not covered

The following applies to 1, 2, and 3.

The first €75 of each and every loss.

Loss or damage involving the following.

- Chewing, tearing, scratching or fouling by pets.
- Frost, the atmosphere, or fading caused by light.
- Deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked upon.
- Faulty workmanship, design or materials. Items being confiscated or detained by customs or other officials.
- Scratching, denting or chipping.
- Theft of jewellery unless it was being carried by hand under Your supervision.
- Any amount over €3,000 if jewellery is stolen from an unattended hotel or motel room.
- Any property used or held for business, profession or trade purposes.
- Any property which **You** normally keep outside **Your home**.

Loss or damage to:

- any powered machine while used as a tool if the loss or damage arises directly out of its use;
- phones or pagers left in unattended vehicles;
- while Your Home is unfurnished, unoccupied, lent, let or sublet, or it is not self-contained.

We will not cover the following, either as a specified item or an unspecified item; loss or damage arising from any gradually operating cause.

Loss or damage caused by animals owned or in the care, custody or control of **You** or members of **Your Household**.

Loss or damage to;

- Money of any kind
- credit cards.
- camping equipment.
- documents of any kind.
- any item used for business, trade or professional purposes.
- household goods.
- pottery, porcelain, terracotta, glass or other fragile or brittle items other than by fire and theft
- any bicycle while being used for racing or while

Wilat is covered	What is not covered
continued	<ul> <li>used for hire or reward.</li> <li>tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time.</li> <li>sports equipment while in use.</li> <li>golf clubs or sets left unattended in or outside any golf club.</li> <li>guns where the damage is caused by bursting or rusting.</li> <li>musical instruments used or held for business or professional purposes.</li> <li>reeds, strings or skins of musical instruments.</li> <li>Theft of any bicycle (or of its tyres, accessories or fittings) left both unlocked and unattended away from the Home.</li> <li>Theft or attempted theft of an item from any unattended vehicle: <ul> <li>a) unless all windows, including sunroof, and doors are securely locked,</li> <li>b) unless, in the case of a convertible vehicle, the roof is securely locked,</li> <li>c) unless the property is completely concealed within a closed compartment or locked boot.</li> </ul> </li> <li>Unless the following are specified items on the schedule and subject to the above exclusions, We will not cover;</li> <li>loss of or damage to; <ul> <li>all sports equipment including those used for water sports or for winter sports.</li> <li>hearing aids, contact lenses or dentures.</li> <li>any bicycle.</li> <li>guns.</li> <li>musical instrument.</li> <li>mobile phones including accessories.</li> <li>personal electronic entertainment devices such as Sony PlayStation, Microsoft X-Box, Sony PSP, Nintendo Wii, Nintendo DS or i-Pod devices or Blu-Ray, MP3 or DVD players or other similar devices including accessories.</li> </ul> </li> </ul>

What is not covered

What is covered

# **Settling claims**

- (a) **We** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in paragraphs 1 to 10 subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, Household linen and pedal cycles.
- (b) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

The most **We** will pay under section three: Personal Items is the sum insured for items shown on the schedule.

If **We** have discounted the premium for this section because **You** have not made any claims, **We** may reduce or remove the discount if **You** make a claim.

### Maintaining the sum insured

After **We** have settled a claim, **We** will maintain the sum insured for personal items, as long as **You** take any reasonable measures **We** suggest to prevent any further loss or damage. (We will not charge any extra premium for maintaining the sum insured for personal items.)

This only applies to sports and camping equipment and unspecified valuables, clothing and **Personal belongings**.

### Proof of value and ownership

To help **You** make a claim, **We** recommend that **You** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified item, valued €2,500 or more, **You** must send **Us** the original purchase receipt, or a written valuation, which is less than five years old, from a professional valuer. If **You** are not able to provide this evidence of value, this may affect how **We** deal with **Your** claim.

## **General Exclusions**

#### The following exclusions apply to the whole of Your insurance.

This insurance does not cover:

direct or indirect loss or damage to any property; any legal liability; costs and expenses; or death or injury to any person; caused by, contributed to, or arising from, the following.

### 1.War Exclusion

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 2 Sonic booms

**We** will not pay for any loss or damage caused by pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

#### 3. Seizure or Confiscation

**We** will not pay for any loss or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

#### 4.Pollution/Contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident:
- Leakage of oil from a domestic oil installation at **Your home**.

### 5. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (a) lonising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 6. Electronic Data Exclusion Clause

We will not pay for:

- loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- any legal liability of whatsoever nature;

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

- (a) Computer viruses, erasure or corruption of electronic data;
- (b) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

### 7. Biological and Chemical Contamination Clause

We will not pay for:

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature;
- Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- (a) Terrorism; and/or
- (b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### 8. Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# 9. Existing and Deliberate Damage

We will not pay for loss or damage:

- a) Occurring before cover starts or arising from an event before cover starts
- b) Caused deliberately by **You** or any member of **Your home**

#### 10.Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

#### 11.Loss of Value

**We** will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

### 12. Other Insurance

If **You** make a claim under this policy and You were covered for the same loss, damage, or liability by any other insurance, **We** will only pay **Our** share of the claim.

- 13. Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moths, any cause that happens gradually, or mechanical or electrical breakdown.
- 14. Indirect loss of any kind.
- 15. Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.
- 16. Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **You** or any member of **Your Family**.
- 17. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.
- 18. Any loss, damage or liability caused by an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.
- 19. Any loss, damage or liability to an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

# **General Conditions**

The following conditions apply to the whole of **Your** insurance.

#### 1. Reasonable care

**You** must keep **Your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **You** must tell **Us** immediately and take all reasonable steps to reduce the costs of these proceedings.

### 2. Change In Circumstances

**You** must tell **Us** immediately when **You** become aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

#### 3. Claims

When a claim or possible claim occurs, **You** must notify **Us** as soon as possible but no later than 14 days.

For loss or damage claims, **You** must give **Us** (at **Your** own expense) any documents, information and evidence **We** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft or is being made as a result of loss of property outside of **Your home**.

**You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage occurring.

For liability claims, **You** must send **Us** any statement of claim, legal process or other communication (without answering them) as soon as **You** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **Our** written permission.

# 4. Our rights after a claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable manner.

However, **You** must not abandon any property.

Before or after **We** pay **Your** claim under this insurance, **We** may take over, conduct, defend or settle any claim in **Your** name.

We can also take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance.

## 5. Disagreement over amount of claim

If **We** accept **Your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **You** and **We** agree to. When this happens, the arbitrator must make a decision before **You** can start proceedings against us. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

#### 6. Other insurance

If at the time of any loss, damage or liability except for those being caused by an AirBnB guest(s) arising under the policy there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.

Any loss, damage or liability caused by an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

Any loss, damage or liability to an AirBnB guest(s) is more specifically insured by AirBnB Host Guarantee or Host Protection and is not covered under this policy.

### 7. More than one **home**

Each **Home** covered by this insurance will be insured as though a separate document had been sent to each.

#### 8. Fraud

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** claim or any other claim **You** have made or may make under this policy. In addition, **We** will have the right to:

- (a) treat this policy as if it never existed, or at Our option terminate this policy, without returning any premium that **You** have paid;
- (b) recover from **You** any amounts that **We** have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- (c) refuse any other benefit under this policy.

## 9. Your personal representatives

If **You** die, We will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

## 10. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

# 11. Payment of premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the **Insured** has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the policy cover immediately from the date of such default. Where the policy is cancelled mid-term and a claim has occurred and been paid by **Us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **Our** discretion.

### 12. Policy excess

Where any single event results in a claim under more than one section of the policy, the highest **Excess** only will apply.

## 13. Law applicable to the policy

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. This insurance contract will be governed by Irish Law.

### 14. Insurance Act

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

### 15. No Claim Discount

If **You** have not made a claim or no claim arises under this policy during a period of insurance **We** will reduce the renewal premium in accordance with Our No Claim Discount scale up to maximum of 5 years.

If **You** make a claim under this policy during a period of insurance **We** will decrease the No Claim Discount to zero years at the following renewal. If **You** make a claim in a period of insurance which is not taken into account in the renewal terms issued to **You**, We may reduce **Your** No Claims Discount to zero at the following renewal.

If **You** make a claim under this policy **We** may also apply additional premium loadings, policy conditions and/or cover restrictions at the following renewal.

#### 16. Revised Renewal – Late Notification of Claim

If any claim in the expiring **Period of Insurance** has been disregarded in calculation of the No Claim Discount shown in the Renewal Invitation Schedule, We may at Our option recall the original Renewal Invitation Schedule issued and replace it with a revised Renewal Invitation Schedule reflecting the correct No Claim Discount entitlement. The revised renewal premium due is payable on renewal of the policy.

# **Policy Endorsements**

Important: This appendix forms part of the insurance.

An endorsement only applies if the endorsement's number is shown in the relevant place in Your schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with Your schedule. The general terms, conditions and exceptions apply to all endorsements.

The following apply only if they are mentioned in the schedule.

### 1. Hotel/Motel (Jewellery) Clause

This insurance does not cover loss of or damage to jewellery whilst on the premises of hotels or motels unless it is being worn by **You**, or is contained in a locked safe or vault.

#### 2 Alarm Condition

It is a condition precedent to liability that:

- The intruder alarm, which **We** have details of must be used overnight and when no authorised person is in the **Buildings**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **Us**.
- Any fault brought to **Your** notice must be corrected immediately. Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond Your control.
- You must not alter the intruder alarm systems without telling Us.
- **You** must immediately tell the intruder alarm installer and Us if the Gardai withdraw response to alarm calls.

## 3. Safe Warranty

This insurance does not cover theft in respect of jewellery from the **Home** unless the jewellery is kept in a locked safe whilst not being worn.

## 4. Keys Clause

This insurance does not cover theft of jewellery from safe(s) unless **You** have removed the keys of the safe(s) from the **Home** while **You** are absent from the **Home**.

#### 5. Climatic Condition Clause

The insurance does not cover:

- loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and
- if musical instruments are insured hereunder, breakage of strings, reeds or drum heads from any cause.

### 6. Musical Instruments Clause

This insurance provides cover against loss or damage to the musical instruments specified in the schedule, but does not cover:

- loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching or denting.
- any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes.
- breakage of strings, reeds or drum heads.
- any loss or damage caused by cleaning or repairing or atmospheric conditions.
- Theft from any building or **Premises** is excluded unless force, resulting in damage to the building or **Premises**, was used to gain entry.
- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the instrument is left unattended.
- Theft of the equipment from any unattended motor vehicle is excluded unless, the instrument is concealed in a locked boot and all the vehicles security systems have been activated.

#### 7. Theft Limitation Clause

This insurance does not cover theft or attempted theft from the **Home** other than as a result of forcible and violent entry.

### 8. Non-Standard Construction Clause

It is agreed that the **Home** is not of standard construction.

# 9. Protections Condition (Minimum Security Clause)

This insurance does not cover theft from the private dwelling of the **Home** unless the under noted minimum protections are fitted:

- All external doors are fitted with a rim lock with deadlock bolt action or a 5 lever mortise deadlock or, if the door is UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder.
- Patio or French Doors must be secured by a multi-point locking system with a lever or cylinder deadlock; or other key-operated vertical security bolts fitted internally at the top and bottom.
- All ground floor and other accessible opening windows are fitted with key operated security locks.
- All garages and outbuildings are fitted with locks and / or padlocks.

# 10. Subsidence, Heave Of The Site Beneath The **Buildings**, Or Landslip Exclusion Clause

Subsidence or heave of the site beneath the Building stand or landslip as shown in Event 3 of Section One **Buildings** and Section Two **Contents** is not covered by this insurance.

#### 11. Flood Exclusion Clause

Section One **Buildings** and Section Two **Contents** of this insurance do not cover loss or damage caused by flood.

### 12. Contractors Exclusion Clause

The insurance excludes loss, damage or liability arising out of the activities of contractors.

#### 13. Business Use Clause

In return for the payment of an extra premium Section Section One Buildings - Buildings Liability, Liability as the owner of Your home and Section Two Contents - Contents liability, Liability as occupier of Your home extends to include **Your** legal liability, as defined in that section, for using the **Home** for the business purposes which are detailed in the schedule. However, **We** will not cover any liability arising out of advice given or services rendered in respect of **Your** profession, occupation, business or employment.

### 14. Mortgagee's Interest Clause

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

#### 15. Protection Maintenance Clause

It is a condition precedent to **Our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.

### 16. Automobile and Vehicle Clause

This insurance does not cover theft or disappearance from road vehicles of every description owned by **You** or under **Your** control or the control of **Your** staff or agents or representatives whilst such vehicles are unattended.

## 17. Unoccupancy Clause

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- The **Contents** under Section Two (if included in **Your** schedule) are restricted to **Household** goods, furniture, furnishings and appliances.
- A further €300 **Excess** applies in addition to any other standard policy excesses.
- It is a condition precedent to **Our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.
- Valuables and Personal Belongings cover under Section Three Personal items (if included in **Your** schedule) excludes cover for theft from the **Home**.

### 19. Flat Roof Water Ingress Clause

**We** will not pay for any loss or damage arising as a result of water leaking through **Your** flat roof, unless the loss or damage is caused by an insured event.

### 21. Building Used Partly For Business, Profession Or Trade

The **Building** will include those areas which have been declared to **Us** as being used in connection with **Your** business, profession or trade.

### 22. Settings Warranty

**We** will not provide any cover under Section Three - Personal Items Cover for loss or damage to stones or repairs to settings, unless the jewellery has been examined at least once every 2 years by a competent jeweller. **We** need written confirmation from the jeweller that all settings are in good order.

## 23. Work Being Carried Out On Property

**We** will not cover loss, damage or liability arising from property which is being worked upon.

## 29. Computer Systems Records Exclusion Clause

This insurance does not cover loss of or damage to computer systems records.

### 33. Tools Clause

Section Three - Personal Items Cover of this insurance extends to provide cover on tools but does not cover:

- losses from motor vehicles unless said vehicle is stolen at the same time,
- theft from **Your** garage/**Premises** unless following forcible and violent entry, breakage whilst in use.
- any single article in **Excess** of €300.
- Any tools used for professional purposes or in connection with a trade or business.

### 37. Limitation To Cover Clause

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal Liability only, in respect of the **Premises** as stated in the schedule.

## 38. Limitation To Cover Clause - Fire Only

Cover under this policy of insurance is limited to the peril of Fire only in respect of the **Premises** as stated in the schedule.

### 39. Unoccupied Property Up For Sale (Furnished Properties)

It is warranted that, in addition to the terms and exclusions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- The **Home** must be inspected at least once every 7 days by a responsible adult.
- Theft cover is restricted to forcible and violent entry.
- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- A further **Excess** of €300 applies for all claims caused by storm, Flood, theft and malicious damage.
- The **Contents** under Section Two (if included in **Your** schedule) are restricted to **Household** goods, furniture and furnishings and appliances.
- Personal items covered under Section Three Personal Items (if included in **Your** schedule) excludes cover for theft from the **Home**.
- It is a condition precedent to liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.

### 40. Unoccupied Property Up For Sale (Unfurnished Properties)

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal liability only, in respect of the **Premises** as stated in the schedule. Subject to **Your** compliance with the following:

- All protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- You will be responsible for a further €300 **Excess** of every claim. In the event of this policy being cancelled a return premium will be made to **You** for the unexpired period of insurance, except where the policy is cancelled within six months of inception when **We** will retain a minimum of six months premium. If a claim is paid during this insured period then no return premium will be given.

## 42. Holiday Homes Used For Family Use (Furnished)

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the Home is being used as a Holiday Home for **Family** use, the following will apply:

- The **Home** must be inspected at least once a month by a responsible adult.
- The **Contents** are restricted to **Household** goods, furniture and furnishings and appliances.
- A further €300 **Excess** applies in addition to any other standard policy excesses.
- All protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without Our consent.

### 43. Flat Roof Clause

In respect of Section One **Buildings**, event 2 Storm or **Flood** – under what is not covered, the following is added:

- A further €300 Excess applies in addition to any other standard policy Excesses of every claim for loss or damage to flat roofed areas of the Buildings.
- flat roofs which have not been recovered within the last 12 years.
- loss or damage arising as a result of water leaking through **Your** flat roof, unless the loss or damage is caused by an insured event.

### 49. High Value Jewellery / Watch Clause

This insurance does not cover theft or disappearance of **Your** specified jewellery and / or watch(es) unless:

- being worn or
- deposited in a bank or locked safe or hotel/motel safe or
- carried by hand or is under Your personal supervision.

### 56. Heating Warranty

It is warranted the water system are turned off and drained between 1st November and 31st March annually or that the central heating system is maintained at a minimum temperature of 65 degrees Fahrenheit.

### 84. Laptop Computer Clause

Cover in respect of Section Three Personal items is extended to include the electronic equipment (s) specified in the schedule subject to the following additional terms and conditions:

- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the electronic equipment is left unattended.
- Thefts of the equipment from any unattended motor vehicle are excluded unless, the equipment is concealed in a locked boot and all the vehicles security systems have been activated.
- Theft from any building or **Premises** is excluded unless force, resulting in damage to the building or **Premises**, was used to gain entry.
- Loss of or damage to accessories of any kind is not covered.
- The theft, loss or disappearance must be reported to the police within 24hrs.
- Any loss of or damage to information or data or software contained in or stored on the electronic equipment whether arising as a result of a claim paid by this insurance or otherwise is specifically excluded.

Subject also to the conditions and exclusions as stated within the policy.

### 85. Chimney Clause

It is **Your Duty** to ensure that:

- All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of
  repair and they must be professionally cleaned within two weeks of the inception or renewal
  date of this insurance or not more 6 months since the last time they were professionally cleaned,
  whichever is the sooner. Thereafter You must have them cleaned at not more than 6 monthly
  intervals.
- You must keep in **Your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for **Our** inspection if **We** ask for them.
- For the purposes of this insurance "professionally" shall refer to an individual or company who are competent and hold appropriate insurance to carry out this activity.
- If **You** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

### 86. Building Over 100 Years Old Clause

It is noted that the Home is re-roofed, re-wired and re-plumbed post 1969.

### 90. Owner Occupied with AirBnB Guest(s) Clause

It is warranted that whilst the risk address is to be let to AirBnB guest(s), the following conditions will apply:

- The Insured must hold a current AirBnB host membership complying with all AirBnB terms and conditions, proof of same may be requested by the Insurer.
- All local and national authority regulations are complied with.
- This insurance does not cover theft or attempted theft from the Home other than as a result of forcible and violent entry.

# **Security**

It is important that **You** take all reasonable measures to avoid loss or damage from **Your Home** by improving security. By making access to **Your Home** difficult, thieves will be put off.

For **You** to get **Our** Home protection and home-alarm protection premium reductions, **You** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing You with insurance.)

We may insist that You keep Valuables in a safe.

#### Doors

On all doors into **Your buildings**, **You** should fit a 5-lever mortise deadlock to British Standard 3621. If **You** have French windows or double sliding patio doors, **You** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **You** have aluminium-framed sliding or patio doors, **You** should, where possible, fit detachable keyoperated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **You** greater security.

### Windows

All opening sections of basement, ground floor or easily accessible windows without using ladders should be fitted with key operated locks.

If **You** need any help or advice on security for **Your home**, contact a competent Locksmith or member of the Master Locksmith Association.

#### Intruder alarm

If **You** plan to get a quote for an intruder alarm, **You** should check that the installer is a registered member of the National Approval Council for Security Systems (NACOSS), Integrity 2000, Alarm Inspectorate Security Council or Irish Security Industry Association.

If **You** need any help or advice with intruder alarms, contact the National Approval Council for Security Systems (NACOSS) or Irish Security Industry Association.

# **Helpful hints**

**We** recommend that You take simple precautions for **Your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

## Fire prevention

#### Do

Check **Your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **You** are in doubt.

Always unplug non-essential appliances before You go to bed at night especially electric blankets.

Be careful with cigarette ends, ashtrays and hot irons.

Install a suitable fire extinguisher. One should be placed in the kitchen.

Make sure that all open fires are properly guarded – even if they appear to be out – especially at night. Have Your chimney swept, and flues regularly checked, at least once a year (if **You** use open fires).

#### Don't

Don't smoke in bed.

Don't move or fill oil heaters when they are alight.

Don't let children play with matches or fire.

Fires often occur in kitchens. Don't leave a pan of fat unattended on the cooker.

### Water damage

Insulate exposed water pipes and tanks in the roof area.

Turn off the water supply and drain out the system if **You** leave the property empty in the winter months. Or leave the central heating on throughout the **Home** to maintain a constant temperature of 15°C and consider leaving the loft access open so that warm air can move into the roof space. This will minimise the possibility of the pipes and tank freezing.

If, despite **Your** precautions, **Your** pipes freeze, thaw them out slowly using hot water bottles or hair dryers. Never use a blowlamp or warm-air paint stripper gun.

## Security

Make sure **You** have good-quality locks (approved to British Standard) fitted to all of **Your** external doors and all accessible windows.

Use the door and window protections when **You** leave the Home unattended – day or night – and remove the keys from the locks (including garage).

Do not leave keys under the mat or inside the letterbox or anywhere else they can be found easily.

Leave a light, on a timer, in a room other than the hall when **You** are out in the evening or overnight.

Do not leave large sums of **Money** at **home**.

Do not leave valuable property in unattended vehicles.

Photograph **Your Valuables** and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to Us but also to the police.

If You doubt the effectiveness of Your existing door or window locks or bolts, please see the main security section.

## When You go away on holiday

Tell **Your** local Neighbourhood Watch about **Your** holiday.

Stop newspaper and milk deliveries; do not advertise **Your** absence.

Place any **valuables**, which are not being carried or worn, in safe custody with a bank or other suitable deposit.

Make certain that all doors and windows are closed and locked. If **You** have an alarm, make sure this is switched on.

Leave **Your** key with a trusted neighbour and ask them to look in and inspect **Your Home** occasionally.

**Part Two – Home Emergency Assistance –** Underwritten and administered by Mapfre Asistencia Compania Internacional De Seguros Y reaseguros, S A trading as Mapfre Assistance Agency Ireland.

# This section provides You with cover if You experience an Emergency within Your Home and is available to You 24 Hours a day, 365 Days a Year.

This is an important document - please read it carefully and keep it in a safe place, as it outlines the details of Your Home Emergency Assistance cover. If You experience an emergency at Home please telephone 091 560626 or if You are calling from outside of Ireland telephone <+353 91 560626

MAPFRE ASSISTANCE Agency Ireland's contract with You is fulfilled when You continue the policy at the end of the cooling off period . See the 'Cooling off periods' wording in the 'Additional Clauses' section for more details on Your cancellation rights.

# **Definitions**

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

**Authorised Contractor** – A tradesperson authorised in advance by Us to carry out repairs.

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

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

**Catastrophe** – A sudden and violent event that brings about great loss or destruction, i.e. natural disasters and/or severe weather conditions.

**Claim** – Any request for emergency assistance, which You make under this policy.

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

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

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

**Limits of Cover** – The maximum amount payable towards the cost of the assistance.

**Period of Insurance** – The period of cover specified in Your Home insurance schedule, which shall not exceed 365 days unless previously agreed.

**Property** – The place of residence named in the Home Insurance Schedule, comprising private dwelling, garage and/or outbuildings used for domestic purposes in the Republic of Ireland. This can include private residence, let residential property or holiday home.

# Part Two Policy Cover

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

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

# Your Benefits – Part Two Emergency Assistance

We will provide assistance for emergencies relating to:

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

**Electrical Supply** – the sudden, unexpected Breakdown of the electricity supply (or one phase thereof) within Your Property.

**Security and Glazing** – the sudden or unexpected failure of, or damage caused to external locks, doors or windows only which has rendered Your Property insecure, including theft or loss of keys and/ or broken external window glass.

**Roofing** – damage to the roof of Your Property necessitating repair.

**Primary Heating System** – the complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the Property.

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

# Your Benefits – Part Two Additional Services

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

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

**Furniture Storage** - If Your Property is deemed uninhabitable, and it is necessary to remove Household furniture for security reasons, We will provide 7 days storage for Your furniture and transport to and from the security storage location up to a distance of 50km from Your home. Subject to a maximum payable of €200 any one incident.

**Urgent Message Relay** - When an emergency occurs within Your Property, We will relay two urgent messages to a family member at Home or abroad.

If You need, at any stage, We will provide the following services:

**Essential Information** - If You need the telephone number of an essential service urgently, simply call the freefone number above and We will provide the telephone number for the Hospital, Garda Station, Fire Brigade, 24 Hour Pharmacy or Transport Company.

**Home Assistance Hotline** - In the case of non-emergencies, We will provide a hotline for all of the services listed above. Simply call the freefone number and ask for the hotline service and We will provide You with a contact number for one of Our Authorised Contractors with whom You can discuss the problem and obtain a no obligation competitive quotation for the work involved.

## **General Conditions**

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

- You must disclose to Us all facts or changes which might affect Our decision in accepting or declining to cover Your risk, even if these facts or changes have occurred since the policy was incepted/renewed.
- You must take reasonable precautions to protect and maintain Your property and the services within it, keeping it in a good state of repair.
- If at the time of any Claim, another policy covers the incident, We will only pay Our rateable proportion regardless of what terms & conditions may apply to the other policy.
- It is a condition precedent to liability of the Insurer in respect of any Property which is Unoccupied for more than 30 consecutive days, that:
  - o mains services are switched off and the water system is drained whenever the Building are vacated (unless electricity is needed to maintain any fire or intruder alarm system in operation
  - o the Property is inspected thoroughly internally and externally at least once every two weeks by the Insured and a record is maintained of such inspection
  - o accumulations of combustible materials such as junk mail are removed during inspection
  - o the Property is secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms in operation
- Whilst We will consider Your wishes at all times, the service is provided at Our discretion and it might be necessary to provide an alternative means of assistance in certain circumstances.
- If We choose to set aside an exclusion, term or condition of this policy in order to accept a Claim, this will not prevent Us from relying on that exclusion, term or condition in the event of a future Claim.

# **General Exclusions**

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

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

- Issues outside the Property, namely sheds, unconnected garages and other outbuildings
- Primary Heating Systems which have not been maintained in line with manufacturers specifications
- Issues within the Property which existed prior to inception of this policy
- Costs or Actions necessary to remediate the Property over the Limit of Cover
- The cost of any work, which was carried out without Our approval, including any cost relating to the attempted repair by You or Your own contractor
- When the work necessary for repair needs to be carried out in Inaccessible/Dangerous Conditions, i.e. roofing during gale force winds, internal spaces of height without suitable guard rails etc

- Any parts not supplied or chosen by Us. Our Authorised Contractor may still carry out the work using these parts but no liability will rest with Us as a result of a subsequent failure of these parts
- Normal day to day maintenance which should be carried out by You in Your Property
- Replacement of items within the Property which is necessitated as a result of normal wear and tear
- Any loss arising from subsidence, heave of the site or landslip
- Any loss or Damage arising as a consequence of:
  - o War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes
  - o lonising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste
  - o Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes
- Loss as a result of disconnection or interruption of public utilities services to Your Property which is not unique to Your Property
- Any investigative work, such as trace and access, which is required to solve the overall problem once the emergency repair has been carried out
- Any incidents where the root cause of the problem emanates from a communal area that You do not have sole responsibility for

## **Additional Terms**

#### **1.Territorial Limits**

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

#### 2. Jurisdictional clause

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

#### 3. Arbitration clause

The Parties shall use all reasonable efforts to negotiate in good faith and settle amicably any dispute, difference or question that may arise out of or relate to the interpretation of this Agreement or any breach thereof. Any unresolved dispute, difference, controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Dublin, Ireland and the language of the arbitration shall be English.

#### 4. Making a Claim

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

If You experience an emergency at Your property please telephone the emergency helpline number 091 560 626 quoting the following:

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

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

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

#### **5. Compensation Arrangements**

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

### 6. Data Protection

The Information You provide about Your self and about third parties will remain confidential and may be used for the provision and administration of insurance products and related services. Such information may be disclosed in confidence for these purposes to agents or service providers appointed by MAPFRE ASISTENCIA, regulatory bodies, other insurance companies (directly or via a central register) and other MAPFRE ASISTENCIA Group Companies. This information will be processed and held on Our computers and manual records subject to the provisions of the Data Protection Acts 1988 and 2003.

A person may request, in writing, a copy of details about himself/herself held by MAPFRE ASISTENCIA by sending a written request to the Data Protection Compliance Officer, MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway together with the payment of the applicable fee (currently €6.35). There is also a right to correct any inaccuracies identified in the personal data We hold.

Wrightway Underwriting Ltd is regulated by the Central Bank of Ireland.

### Part One

Underwritten by Lloyd's Syndicate 4444 managed by Canopius Managing Agents Limited.

Sompo Canopius is a brand name for Canopius Managing Agents Limited, which is authorised by the Prudential Regulation Authority

and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number 204847).

Registered in England & Wales, no. 01514453. Registered office: Gallery 9, One Lime Street, London EC3M 7HA.

www.sompocanopius.com

**CANGHM 02/16** 

#### Part Two

Underwritten by MAPFRE ASISTENCIA COMPANIA INTERNACIONAL DE SEGUROS Y REASEGUROS, S.A trading as MAPFRE ASSISTANCE AGENCY IRELAND

Authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain.

Is Regulated by the Central Bank of Ireland for conduct of business rules.

Mapfre Assistance Agency Ireland having its registered office at Ireland Assist House, 22-26 Prospect Hill, Galway, Ireland. (Registration Number 903874)

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