# Home Buildings & Contents Insurance

**Republic of Ireland** 





82209 Rev (1/8/11) Version 4.0 Prestige Underwriting Services (Ireland) Limited (PUSI) is a wholly owned subsidiary of Prestige Underwriting Services Limited. Prestige Underwriting Services (Ireland) Limited is Registered in Ireland No. 119908. Registered office. Unit 3, 1st Floor, Teach Chinn Aird, Ashe Street, Cavan. Ireland Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland.



You can call our Claim line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help or advice and progress your claim as fast as possible.

# Just call to claim... 1890 882525

To make a claim, call our dedicated 24 hour Claim Line number to confirm that your claim is covered by the policy. If it is we will register it immediately.

- If your claim is for a small amount we may be able to settle it straight away.
- On larger claims we will send a loss adjuster to see you at home and advise you.
- We also have a number of approved suppliers who will carry out repairs and replace damaged items.

We will be advising your broker or intermediary of your claim, so you receive not only fast approval but retain your access to professional independent insurance advice should you need it.

Thank **you** for choosing AmTrust Europe Limited as **your** Home Insurer. This policy has been issued on their behalf by Prestige Underwriting Services (Ireland) Limited.

In return for payment of the premium shown in the **schedule**, we agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration).

### The insurance relates ONLY to those sections of the policy which are shown in the schedule as being included.

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland.

AmTrust Europe Limited is authorised and regulated by the Financial Services Authority. This can be checked by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0300 500 5000.

### **Useful Hints on Protecting Your Property**

Every year many people find it necessary to seek assistance from their Insurer and lodge a claim against their Policy. **We** are committed to reducing the stress suffered at this time by offering the best possible service and assisting **You** to return to normal as soon as possible.

In an effort to reduce the risk of some of the most common incidents occurring, **we** have put together some information that we hope you find useful.

### **BURST AND FROZEN PIPES**

- Insulation and lagging check that water pipes and tanks are properly insulated and lagged. You should
  pay particular attention to pipes that are exposed to the cold, outlet pipes, pipes that run along outside
  walls in unheated rooms or in your loft.
- Central Heating in a long cold spell, where possible, keep central heating on a low setting and open the loft hatch occasionally to let warm air circulate.
- Draining systems drain your entire system and switch off the water supply at the mains if you plan to be away for a long period.
- Stop cock know where your stop tap is so that you can switch the water off in the event of a burst.

### LEAKS

- Radiator valves check valves regularly for leaks.
- Overflow pipes and tanks check overflow pipes, water tanks and central heating header tanks regularly. Check that ball cock valves close and the ball sits correctly.
- Washing appliances check fittings and the working order of your appliances on a regular basis.
- Gutters check and clear gutters regularly. Maintain and repair any damage to avoid water penetrating your property.
- Gradual leaks damp patches, mildew and mould are indicators that there may be a gradual leak and should be checked at the earliest opportunity. This type of loss is not covered on your policy.

### FIRE

- Smoke Alarms fitting a smoke alarm will give you an early warning of fire. Test your alarms regularly to
  ensure they are operational.
- Open Fires having your chimney swept once a year will ensure there is no build up of soot and will
  prevent fire or brickwork damage.
- Cooking many fires in the home occur in the kitchen area. Never leave pans with hot oil unattended, ensure children are not left alone in the kitchen and keep matches stored out of reach.
- Electrical Sockets never overload electrical sockets and before retiring for the night, switch them off. Unplug all appliances if the home is to be left unattended.
- Candles should be put in secure holders, out of the reach of children and blow them out before leaving the room. Any surface they are placed on should not burn and avoid placing them near curtains or any material that could catch fire.
- Smoking always ensure cigarettes are properly extinguished and you should not smoke in bed.

• Fire Escape Plan – agree a plan with your family. Everyone should know where the door and window keys are kept and the best route to leave the property.

If there is a fire - contact the emergency Fire & Rescue Service on 112 or 999.

The National Safety Council promotes awareness on fire safety issues and may be able to offer you advice.

### THEFT

- Window Locks install window locks on all ground floor and other accessible windows and deadlocks on external doors. Check your doors and windows are in sound condition and have toughened glass.
- Secure Windows and Doors lock windows and doors when you leave your home, even if it is only for a short time. Keep any outbuildings secured.
- Holidays ask a neighbour or friend to keep an eye on your home and collect your post. Cancel milk and paper deliveries.
- Keys don't hide keys on or near the home, keep them out of sight.
- Valuable items use security markers to record your postcode and house number on these items.
- Burglar Alarm consider having an alarm installed, this may deter thieves.
- Strangers avoid allowing strangers into your home, ask for proof of identity and think about fitting a
  door safety chain or a spyhole.

Contact your local Crime Prevention Officer and a member of the Associated Locksmiths of Ireland for further advice on the security of your property.

### YOU SHOULD REMEMBER THAT:-

- All gas consumers are advised to have appliances checked for safety at least every 12 months by a Registered Gas Installer and Carbon Monoxide Alarms are a useful back-up precaution although not a substitute for proper installation and maintenance of gas equipment.
- It is important to check your roof for missing or loose tiles. Have these replaced or repaired to prevent leaks.
- Roots of trees and shrubs can damage your property. Think about where you plant new trees or shrubs and seek advice from a tree surgeon if you have mature trees.
- A loft is the perfect environment for unwanted pests. They may cause damage to property and items stored in the loft. There is also the possibility of fire hazard if they interfere with electric cabling.

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### Introduction

This policy, **schedule** and any **endorsement** applying to **your** policy form **your Prestige Household** Insurance document.

This document sets out the conditions of the contract of insurance between you and us. You should keep it in a safe place.

<u>Please read the whole document carefully</u>. It is arranged in different sections. It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your broker immediately if this document is not correct or if you would like to ask any questions.

### **Cooling Off Period**

If this cover does not meet with your requirements please return all your documents within 14 days of receipt to your broker. We will return any premium paid less a pro rata charge for the number of days for which cover has been given provided that no claim has been made during the current **Period of Insurance**.

### Definitions

Wherever the following words appear in this insurance they will have the meanings shown below.

You / your / insured	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .	
We / us / our	Prestige Underwriting Services (Ireland) Limited on behalf of AmTrust Europe Limited.	
Your broker	The broker who placed this Insurance on your behalf.	
Schedule	The schedule is part of this insurance and contains details of your premises, the sums insured, the period of insurance and the sections of this insurance which apply.	
Endorsement	A change in the terms and conditions of this insurance.	
Period of insurance	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.	
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.	
Settlement	The downward movement of the site on which the <b>buildings</b> stand due to the application of superimposed loading from the <b>buildings</b>	
Buildings	<ul> <li>The home and its decorations</li> <li>Fixtures and fittings attached to the home</li> </ul>	

	<ul> <li>Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally responsible within the premises named in the schedule.</li> </ul>		
Premises	The address which is named in the <b>schedule.</b>		
Home	The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .		
Contents Contents includes:	Household goods and personal property, within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally responsible for.		
Coments Includes:	<ul> <li>tenant's fixtures and fittings</li> </ul>		
	<ul> <li>radio and television aerials, satellite dishes, their fittings and masts which are attached to the home</li> </ul>		
	<ul> <li>property in the open but within the premises up to €320 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)</li> </ul>		
	<ul> <li>money and credit cards up to €635 in total</li> </ul>		
	- deeds and registered bonds and other personal documents up to ${\in}1900~\text{in total}$		
	- stamps or coins forming part of a collection up to ${\in}1585$ in total		
	• valuables up to $33^{1}$ ,3% of the sum insured for contents, within the private dwelling but not exceeding 5% of the sum insured for contents of any one item		
	- domestic oil in fixed fuel oil tanks up to ${\in}1270$		
Contents does NOT include:			
	<ul> <li>motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories</li> </ul>		
	<ul> <li>any animal, plant or tree</li> </ul>		
	any part of the <b>buildings</b>		
	- any property held or used for business purposes other than office equipment up to ${\in}4450$ in total		
	<ul> <li>any property insured under any other insurance.</li> </ul>		
Bodily injury	Bodily injury includes death or disease.		
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.		
Valuables	• jewellery		
	• furs		
	<ul> <li>gold, silver and gold and silver plated articles</li> </ul>		
	• pictures.		

Personal possessions	Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you		
Personal possessions does NOT include: • money and credit cards • pedal cycles.			
Money	<ul> <li>current legal tender, cheques, postal and money orders</li> <li>postage stamps not forming part of a stamp collection</li> <li>savings stamps and savings certificates, travellers' cheques</li> <li>premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes</li> </ul>		
Credit cards	<b>Credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards.		
Unoccupied	Where the <b>home</b> is not lived in by <b>You</b> or any other person to whom <b>You</b> may have given <b>Your</b> permission for more than 30 consecutive days (14 consecutive days if a secondary or holiday <b>home</b> ).		
Ireland	Republic of Ireland.		

### General Conditions applicable to the whole of this insurance

Each home included under this insurance is considered to be covered as if separately insured.

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

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts ie those circumstances which may influence **us** in **our** acceptance or assessment of this insurance. If **you** are in any doubt as to whether a fact is material or not please disclose it.

### Your duties

- You must keep the buildings in good repair and take all reasonable precautions to ensure the safety of
  property insured and to prevent accidents.
- You must tell us immediately of any change, which may affect this insurance or increase the risk of loss, damage or injury as failure to do so could invalidate the cover provided.

When we receive this notice we have the option to change the conditions of this insurance

- 3. You must tell us before you start any conversions, extensions or other structural work to the buildings. When we receive this notice we have the option to change the conditions of this insurance.
- 4. You must tell us about any increase in the value of the buildings, contents, personal possessions or valuables.
- 5. It is your duty to ensure that:
  - Any flat roof forming part of the building is inspected at least once in every 3 years by a qualified builder or property surveyor.
  - · Any defect with the flat roof is immediately rectified

However, if the flat roof is over ten years old it must be inspected every year by a qualified builder or property surveyor and any defect found rectified immediately.

If you fail to comply with any of the above duties this insurance may become invalid.

### **Cancellation clause**

- If you wish to cancel your policy outside of the first 14 days (shown on page 3 of this policy) you can write to your broker. If you or others have not made a claim in the current insurance year, we will refund any premium paid less a pro rata charge for the number of days for which cover has been given plus a cancellation charge of €25. If a claim has been reported in the current insurance year no refund will be given.
- 2. We can cancel this insurance by giving you 14 (fourteen) days' notice in writing. Any return premium due to you will depend on how long this insurance has been in force.

### General Exclusions applicable to the whole of this insurance

### (a) 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 directly or indirectly therefrom
- 2. any legal liability of whatsoever nature

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

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

### (b) War and Terrorism 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. Any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and /or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and /or (2) above.

If **we** allege that by any reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance, the burden of providing the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### (c) Wear and Tear, Maintenance, Breakdowns and Gradually Operating causes

We will not pay for any loss or damage caused by, arising out of or, contributed to by;

- 1. wear and tear, rusting or corrosion
- 2. wet or dry rot, fungus, mildew or any other gradually operating cause howsoever caused
- frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, storm, flood or earthquake)
- 4. damage caused by cleaning, repairing, restoring, renovating or dyeing
- 5. the cost of maintenance and normal decoration
- 6. failure of double glazing seals
- 7. mechanical, electrical, or electronic computer failures or breakdowns or breakages
- 8. damage cause by assembling or dismantling of any apparatus
- damage caused by chewing, scratching, tearing or fouling by domestic pets for which you are responsible
- 10. damage caused by vermin and insects

### (d) Electronic Data Exclusion Clause

We will not pay for

- loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly therefrom;
- 2. any legal liability of whatsoever nature;

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

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to recognise correctly the data or change of date;

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself by a computer system or network.

### (e) Reduction in Value

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

### (f) Deception

We will not pay for any loss or damage suffered by **you** as a result of being deceived into knowingly parting with property unless it is only to your **home**.

### (g) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

### (h) Existing and Deliberate Damage

We will not pay for;

- any loss or damage occuring before cover starts or arising from an event before cover starts
- loss or damage caused deliberately by you

### Claims Conditions applicable to the whole of this insurance

### Your duties

In the event of a claim or possible claim under this insurance;

- 1. you must notify us as soon as reasonably possible giving full details of what has happened.
- 2. you must provide us with written details of what has happened within 30 days and provide any other information we may reasonably require.
- 3. you must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval.
- you must immediately forward to us, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive.
- 5. you must inform the Garda as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or loss of property.
- 6. you must not admit liability or offer or agree to settle any claim without our written permission.

If you fail to comply with any of the above duties this insurance may become invalid.

### How we deal with your claim

### 1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in your name.
- take any action we consider necessary to enforce Your rights or Our rights under this insurance.

### 2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-H).

### 3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

### How to make a claim

If you wish to make a claim we can be contacted by writing to The Claims Department, Prestige Underwriting Services (Ireland) Limited, The Lanyon Building, 10 North Derby Street, Belfast, Co. Antrim BT15 3HL, or telephone 1890 882525. Our dedicated staff will be pleased to assist you.

### **Buildings**

W	nat is covered	What is not covered
	s insurance covers the <b>buildings</b> for s or damage directly caused by	We will not pay
1.	fire, smoke, lightning, explosion or earthquake	smoke damage from any gradually operating cause
2.	aircraft and other flying devices or items dropped from them	
3.	storm, flood or weight of snow	(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
		(b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
		(c) for loss or damage caused by frost
		(d) for loss or damage caused by rising ground water levels
4.	escape of water from and frost damage to fixed water tanks, apparatus or pipes	(a) for loss or damage by subsidence, heave or landslip caused by escape of water other than as covered under number 9 of section one
		(b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
		(c) for loss or damage while the home is not furnished enough for normal habitation or is left unoccupied
		<ul> <li>(d) for loss or damage due to corrosion or wear and tear</li> </ul>
		(e) for loss or damage to walls, floors, ceilings or tiles caused by water leaking from shower units and baths through seals and grouting
5.	escape of oil from a fixed domestic oil-fired	(a) for loss or damage due to wear and tear or any
	heating installation and smoke damage caused by a fault in any fixed domestic heating installation	gradually operating cause (b) for loss or damage caused by faulty
		workmanship (c) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or is left <b>unoccupied</b>
6.	theft or attempted theft	(a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in or is left <b>unoccupied</b>
		(b) for loss or damage while the <b>home</b> is lent, let or sublet unless there is actual physical evidence of forcible and violent entry.
		(c) for loss or damage caused by <b>you</b> or your domestic staff
		(c) for loss or damage caused by <b>you</b> or your

### Buildings (continued)

What is covered	What is not covered
This insurance covers the <b>buildings</b> for loss or damage directly caused by	We will not pay
7. collision by any vehicle or animal	for loss or damage caused by any insect, bird, vermin or domestic pet
<ol> <li>any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</li> </ol>	<ul> <li>(a) for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied</li> </ul>
	(b) for loss or damage by any person who is lawfully within the <b>home</b>
<ol><li>subsidence or heave of the site upon which the <b>buildings</b> stand or landslip</li></ol>	(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
	(b) for loss or damage to solid floors unless the external load bearing walls of the private dwelling are damaged at the same time by the same event
	<ul> <li>(c) for loss or damage arising from faulty design, specification, workmanship or materials</li> </ul>
	(d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law
	(e) for loss or damage caused by river or coastal erosion
	<ul> <li>(f) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> </ul>
	(g) for loss or damage by the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>buildings</b>
	<ul> <li>(h) for any loss or damage caused by bedding down of new structures or settlement</li> </ul>
<ol> <li>breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</li> </ol>	for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	<ul> <li>(a) for loss or damage caused by trees being cut down or cut back within the premises</li> </ul>
	(b) for loss or damage to gates and fences

Bui	ldings (continued)	What is not covered
Who	at is covered	We will not pay
This section of the insurance also covers		
A)	<ul> <li>the cost of repairing accidental damage to</li> <li>fixed glass and double glazing (including the cost of replacing frames)</li> <li>solar panels</li> <li>sanitary ware</li> <li>ceramic hobs</li> <li>all forming part of the buildings</li> </ul>	for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
В)	<ul> <li>the cost of repairing accidental damage to</li> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> <li>which you are legally responsible for</li> </ul>	for loss or damage due to wear and tear or any gradually operating cause
C)	<ul> <li>loss of rent due to you which you are unable to recover</li> <li>additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for</li> <li>while the buildings cannot be lived in following loss or damage that is covered under section one</li> </ul>	any amount over 10% of the sum insured for the <b>buildings</b> damaged or destroyed
D)	costs <b>you</b> have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation	More than ${\in}500$ any one claim
E)	<ul> <li>expenses you have to pay and which we have agreed in writing for</li> <li>architects', surveyors', consulting engineers' and legal fees</li> <li>the cost of removing debris and making safe the building</li> <li>costs you have to pay in order to comply with any Government or local authority requirements</li> <li>following loss or damage to the buildings which are covered under section one</li> </ul>	<ul> <li>(a) any expenses for preparing a claim or an estimate of loss or damage</li> <li>(b) any costs if Government or local authority requirements have been served on you before the loss or damage</li> </ul>
F)	increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one	more than €1270 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than €1270 in total

### Buildings (continued)

Wh	at is covered	What is not covered
This section of the insurance also covers		We will not pay
G)	anyone buying the <b>home</b> who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the <b>buildings</b> are insured under any other insurance
H)	fire brigade charges you have to pay as a result of fire damage to the buildings which gives rise to an admitted claim under 1 of section one	more than €3175 during the <b>period of Insurance</b> . If you claim for such loss under sections one and two we will not pay more than €3175 in total.
I)	any loss or damage caused by the emergency services gaining access to the <b>premises</b> in the course of their duty to safeguard life or property	

### Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is co	vered
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This extension covers the following accidental damage to the **buildings** 

### What is not covered

We will not pay

- (a) for loss or damage or any proportion of damage which we specifically exclude elsewhere under section one
- (b) for the **buildings** moving, settling, shrinking, collapsing or cracking
- (c) for loss or damage while the home is being altered, repaired, cleaned, maintained or extended
- (d) for loss or damage to outbuildings and garages which are not of standard construction
- (e) for loss or damage while the **home** is lent, let or sublet
- (f) for the cost of general maintenance
- (g) for loss or damage caused by moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- (h) for loss or damage arising from misuse, latent defect, faulty design, specification, workmanship or materials
- (i) for loss or damage from mechanical or electrical faults or breakdown
- (i) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light
- (k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- (m) for damage caused by chewing, scratching, tearing or fouling by pets
- (n) for loss or damage while the **buildings** are **unoccupied** or not furnished enough to be normally lived in.

### Conditions that apply to section one (buildings) only

### Special Condition - Unoccupied Homes

If the **Home** is to be left **Unoccupied** for more than 30 consecutive days or is a secondary or holiday **Home** and is to be left Unoccupied for more than 14 consecutive days:

- we will not pay the first €750 of each claim under causes 4 (escape of water etc.) and 5 (escape of oil etc.) of this section.
- You must ensure that the mains water supply is turned off at the mains
- You or a responsible person must inspect the home internally and externally at least every 7 days. A
  record of these inspections must be kept and we must be able to inspect these records at any time.
- During the period from 1st October to 31st March each year We will not pay a claim under causes 4 (escape of water etc.) and 5 (escape of oil etc.) unless:
  - The gas and or/electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
  - ii The water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if:

- the Home has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by timing device)
- there is an adequate fuel supply to ensure that you can comply with this requirement
- the thermostat fitted to the central heating system is set to a minimum temperature of 59 degrees Fahrenheit (15 degrees Centigrade)
- the loft hatch, where fitted is left open.

### Settling claims

How we deal with your claim

- 1. If your claim for loss or damage is covered under section one, we will pay the full cost of repair as long as:
  - the buildings were in a good state of repair immediately prior to the loss or damage
  - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form
  - the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

- We will not pay the cost of replacing or repairing any undamaged parts of the buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 3. We will not pay:
  - the first €1270 of every claim for subsidence, heave or landslip
  - the first €750 of every claim under section 4 escape of water from and frost damage to fixed water tanks, apparatus or pipes.
  - the first €250 of every other claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

Your sum insured

- 4. We will not reduce the sum insured under section one after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.
- 5. If you are under insured, which means the cost of rebuilding the buildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding the buildings, we will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the sum insured for each premises shown in the schedule.

### Contents

W	nat is covered	What is not covered
Thi or	s insurance covers the <b>contents</b> for loss damage directly caused by	We will not pay
1.	fire, smoke, lightning, explosion or earthquake	smoke damage from any gradually operating cause
2.	aircraft and other flying devices or items dropped from them	
3.	storm, flood or weight of snow	<ul> <li>(a) for property in the open</li> <li>(b) for loss or damage caused by frost</li> <li>(c) for loss or damage caused by rising ground water levels</li> </ul>
4.	escape of water from fixed water tanks, apparatus or pipes	for loss or damage while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
5.	escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul> <li>(a) for loss or damage due to wear and tear or any gradually operating cause</li> <li>(b) for loss or damage caused by faulty workmanship</li> <li>(c) for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied</li> </ul>
6.	theft or attempted theft	<ul> <li>(a) for loss or damage while the home is lent, let or sublet unless there is actual physical evidence of forcible and violent entry</li> <li>(b) any amount more than €3000 in respect of contents within detached domestic outbuildings and garages</li> <li>(c) for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied</li> </ul>
7.	collision by any vehicle or animal	for loss or damage caused by any insect, bird, vermin or domestic pet
8.	any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss while the <b>home</b> is insufficiently furnished for normal habitation or is left <b>unoccupied</b>
9.	subsidence or heave of the site upon which the buildings stand or landslip	<ul> <li>(a) for loss or damage following damage to solid floors unless the external load bearing walls of the private dwelling are damaged at the same time by the same event</li> <li>(b) for loss or damage arising from faulty design, specification, workmanship or materials</li> <li>(c) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law</li> <li>(d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>(e) for loss or damage by coastal or river erosion</li> <li>(f) for loss or damage by the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>buildings</b></li> <li>(g) any claim for which compensation has been provided or would have been provided but for the existance of this policy, under any contract, legislation or guarantee</li> <li>(h) for any loss or damage caused by bedding down of new structures or settlement.</li> </ul>

### Contents (continued)

What is covered		What is not covered
This insurance covers the <b>conter</b> or damage directly caused by	<b>nts</b> for loss	We will not pay
10. falling trees, telegraph pole	es or lamp-posts	for loss or damage caused by trees being cut down or cut back within the <b>premises</b>
This section of the insurance als	o covers	We will not pay
<ul> <li>A) accidental damage to <ul> <li>televisions, satellite dec</li> <li>audio and video equip</li> <li>radios</li> </ul> </li> <li>home computers, video all situated within the h</li> </ul>	ment cassette recorders	<ul> <li>(a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</li> <li>(b) for loss or damage to tapes, records, cassettes, discs or computer software</li> <li>(c) for mechanical or electrical faults or breakdown</li> <li>(d) more than €1270 for any one item of equipment</li> <li>(e) for loss or damage by insects, parasites, vermin or domestic pets</li> </ul>
<ul> <li>B) accidental breakage of         <ul> <li>fixed glass and double</li> <li>sanitary ware forming buildings which you an responsible for as a ter not have other insurand</li> <li>mirrors</li> <li>glass tops and fixed glass</li> <li>ceramic hobs</li> </ul> </li> </ul>	part of the re legally nant and do ce for	for the cost of repairing, removing or replacing frames
<ul> <li>C) the contents, if these are norwhilst they are temporarily against loss or damage dir (i) any of the events insured ut 1-10 in section two while the in any occupied private</li> <li>in any buildings where or working</li> <li>in any building for valucleaning or repair</li> <li>in any furniture store</li> <li>in any bank or safe dee (ii) fire, lightning, explosion, etheft or attempted theft whi are being moved to your nor from any bank, safe dee store</li> </ul>	out of the <b>home</b> ectly caused by: nder numbers he contents are: a dwelling you are living uation, posit arthquake, le the <b>contents</b> ew <b>home</b> or to	<ul> <li>(a) for contents outside the Republic of Ireland</li> <li>(b) for money, credit cards or pedal cycles</li> <li>(c) any amount over 20% of the sum insured under section two for contents in a furniture store</li> <li>(d) any amount over €10,000</li> <li>(e) any amount over €3,000 for loss or damage to contents from a room in a school boarding house, college or university halls of residence accommodation</li> </ul>
<ul> <li>D) up to twelve months rent ye as occupier if the buildings in following loss or damag under section two</li> </ul>	cannot be lived	any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
E) costs of using other accom substantially the same as y accommodation, which you for if the buildings cannot following loss or damage t covered under section two	<b>our</b> existing u have to pay be lived in	any amount over 10% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed

### Contents (continued)

What is covered           This section of the insurance also covers		What is not covered We will not pay	
G)	<ul> <li>the cost of repairing accidental damage to</li> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> <li>which you are legally responsible for as tenant only</li> </ul>	(a) for loss or damage due to wear and tear or any gradually operating cause	
H)	<ul> <li>fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</li> <li>€12,700 for each insured person over sixteen years of age,</li> <li>€6350 for each insured person under sixteen years of age,</li> <li>at the time of death</li> </ul>		
I)	costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys	any amount over €320 in total	
J)	increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two.	more than €1270 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two, <b>we</b> will not pay more than €1270 in total	

### Contents (continued)

W	nat is covered	What is not covered
Thi	s section of the insurance also covers	We will not pay
K)	birthday, Christmas, wedding or wedding anniversary presents bought by <b>you</b> but not yet given and wedding presents bought for <b>you</b> and kept temporarily in the <b>home</b>	<ul> <li>(a) for loss or damage or any proportion of loss or damage which we specifically exclude elsewhere under section two</li> <li>(b) more than €1270 in total during the period of insurance</li> </ul>
L)	fire brigade charges <b>you</b> have to pay as a result of fire damage to the contents which gives rise to an admitted claim under 1 of section two	more than €3175 during the <b>period of insurance</b> . If <b>you</b> claim for such loss sections one and two <b>we</b> will not pay more than €3175 in total.

### Accidental damage to contents

The following applies only if the **schedule** shows that accidental damage to **contents** is included.

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the <b>contents</b> within the <b>home</b>	<ul> <li>(a) for damage or any proportion of damage which we specifically exclude elsewhere under section two</li> <li>(b) for damage to contents within garages and outbuildings</li> <li>(c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>(d) for damage caused by chewing, tearing, scratching or fouling by animals</li> <li>(e) for money, credit cards, documents or stamps</li> <li>(f) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</li> <li>(i) for damage arising out of misuse, latent defect, faulty design, specification, workmanship or materials</li> <li>(j) for damage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>(j) for admage caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>(j) for admage arising mechanical or electrical faults or breakdown</li> <li>(k) for damage arising from any kind of pollution and/or contamination</li> <li>m) for loss or damage while the buildings are Unoccupied or not furnished enough to be</li> </ul>

### Conditions that apply to section two (contents) only

### Special Condition - Unoccupied Homes

If the **Home** is to be left **Unoccupied** for more than 30 consecutive days or is a secondary or holiday **Home** and is to be left Unoccupied for more than 14 consecutive days:

- we will not pay the first €750 of each claim under causes 4 (escape of water etc.) and 5 (escape of oil etc.) of this section.
- You must ensure that the mains water supply is turned off at the mains
- You or a responsible person must inspect the **home** internally and externally at least every 7 days. A record of these inspections must be kept and **we** must be able to inspect these records at any time.
- During the period from 1st October to 31st March each year We will not pay a claim under causes 4 (escape of water etc.) and 5 (escape of oil etc.) unless:
  - i The gas and or/electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
  - ii The water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if:

- the Home has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by timing device)
- there is an adequate fuel supply to ensure that you can comply with this requirement
- the thermostat fitted to the central heating system is set to a minimum temperature of 59 degrees Fahrenheit (15 degrees Centigrade)
- the loft hatch, where fitted is left open.

### Settling Claims

How we deal with your claim

- 1 If you claim for loss or damage to the contents we will at our option repair, replace or pay, based on the price we would replace with at our suppliers, for any article covered under section two. For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:
  - the article is as close as possible to but not an improvement on the original article when it was new
  - you have paid or we have authorised the cost of replacement.
  - The above basis of settlement will not apply to
  - clothes
  - pedal cycles

where we will take off an amount for wear and tear and depreciation.

- We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 3 We will not pay:
  - the first €750 of every claim under section 4 escape of water from fixed water tanks, apparatus or pipes.
  - The first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

### Your sum insured

- We will not reduce the sum insured under section 2 after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.
- 5. If you are under insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of replacing or repairing the contents, we will only pay one half of the cost of repair or replacement.

### Limit of insurance

We will not pay any more than the sum insured for the contents of each premises shown in the schedule.

# **Section three**

### Accidents to domestic Staff

This section applies only if the **contents** are insured under section two.

What is covered	What is not covered
We will indemnify <b>you</b>	We will not indemnify <b>you</b>
for amounts <b>you</b> become legally liable to pay including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by an accident happening during the <b>period of</b> <b>insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<ul> <li>for bodily injury arising directly or indirectly</li> <li>from any motorised or horsedrawn vehicle other than:</li> <li>domestic garden equipment used within the premises, and pedestrian controlled garden equipment used elsewhere</li> <li>from any communicable disease or condition</li> <li>in Canada or the United States of America after the total period of stay has exceeded 30 days during the period of insurance</li> </ul>

We will not pay more than  $\in$  3,174,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

# **Section four**

### Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

This section applies in the following way:

- if the buildings only insured, your legal liability as owner only but not as occupier is covered under (i) below.
- if the contents only are insured, your legal liability as owner or occupier is covered under (i) and (ii) below.
- if the buildings and contents are insured, your legal liability as owner or occupier is covered under (i) and (ii) below.

What is covered	What is not covered
We will indemnify <b>you</b>	We will not indemnify <b>you</b> for any liability
<ul> <li>We will indemnity you</li> <li>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</li> <li>bodily injury</li> <li>damage to property</li> <li>caused by an accident happening at the premises during the period of insurance.</li> <li>OR</li> <li>(ii) as a private individual for any amounts you become legally liable to pay as damages for</li> <li>bodily injury</li> <li>damage to property</li> <li>caused by an accident happening anywhere in the world during the period of insurance</li> </ul>	<ul> <li>We will not indemnity you for any liability</li> <li>(a) for bodily injury to <ul> <li>you</li> <li>any other permanent member of the home</li> <li>any person who at the time of sustaining such injury is engaged in your service</li> </ul> </li> <li>b) for bodily injury arising directly or indirectly from any communicable disease or condition.</li> <li>c) for damage to property owned by or in the charge or control of <ul> <li>you</li> <li>any other permanent member of the home</li> <li>any other permanent member of the home</li> <li>any other permanent member of the home</li> <li>any person engaged in your service</li> </ul> </li> <li>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days during the period of insurance</li> <li>e) arising directly or indirectly out of any profession, occupation, business or employment</li> <li>f) which you have assumed under contract and which would not otherwise have attached</li> </ul>

# **Section four**

### Legal Liability to the Public (continued)

What is not covered
We will not indemnify you for any liability
<ul> <li>g) arising out of your ownership, possession or use of: <ul> <li>any motorised or horsedrawn vehicle other than:</li> <li>domestic gardening equipment used within the premises and</li> <li>pedestrian controlled gardening equipment used elsewhere</li> <li>any power-operated lift</li> </ul> </li> </ul>
iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
iv) any animal other than cats, horses, or dogs which do not belong to a breed or cross or a strain of any breed designated as dangerous under the Control of Dogs Act 1986 or any subsequent amendments
<ul> <li>h) in respect of any kind of pollution and/or contamination other than:</li> </ul>
<ul> <li>caused by a sudden, identified, unexpected and unforseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and</li> </ul>
<ul> <li>reported to us not later than 30 days from the end of the period of insurance;</li> </ul>
in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
<ul> <li>arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</li> </ul>
<ul> <li>if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</li> </ul>

Limit of insurance

### We will not pay

- in respect of pollution and/or contamination:more than €2,539,000 in all
- in respect of any other liability covered under section four:more than €2,539,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

# **Section five**

### Valuables and personal possessions

What is covered	What is not covered
This insurance covers	We will not pay
valuables and personal possessions listed in the schedule (or specification (s) attached) against physical loss or damage anywhere in the world	<ul> <li>a) for damage caused by insect, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause</li> </ul>
	<li>b) for damage from electrical or mechanical faults or breakdown</li>
	<li>c) any amount over €1000 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule</li>
	<ul> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> </ul>
	<ul> <li>e) for damage to guns caused by rusting or bursting of barrels</li> </ul>
	f) for breakage of any sports equipment whilst in use
	<li>g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids and dental appliances unless otherwise stated in the schedule or specification attached to the schedule</li>
	<ul> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision</li> </ul>
	<ul> <li>for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule</li> </ul>
	j) for theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most we will pay is €1500 per incident
	<li>k) any amount over ∈2540 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms</li>
	<ol> <li>for loss or damage to motor vehicles, caravans, aircraft, watercraft, sailboards or surfboards</li> </ol>

### **Section five**

### Conditions that apply to section five (valuables and personal possessions) only

### How we deal with your claim

- 1. We will at **our** option repair, replace or pay, based on the price we would replace with at **our** suppliers, for any article lost or damaged.
- 2. If any insured item consists of articles forming a pair or set
  - we will not pay for the cost of replacing any undamaged article forming part of such pair or set.
  - we will not pay more than a proportion of the insured value of such pair or set.
- 3. We will not pay:
  - the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

### Your sum insured

4. If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim. For example if your sum insured only represents one half of the total value of unspecified items we will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home** we will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

### Limit of insurance

We will not pay more than the sum(s) insured shown in the schedule.

# **Section six**

### Domestic freezer cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover	We will not pay
the cost of replacing <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration	<ul> <li>a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply</li> </ul>
fumes	<li>b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action</li>
	<li>c) the first ∈250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).</li>
Limit of insurance	

We will not pay more than  ${\in}527$  in total during the **period of insurance** 

# Section seven

### Pedal cycle cover

The following cover applies only if the **schedule** shows that it is included.

We will not pay
<ul> <li>a) for loss or damage to: <ul> <li>tyres,</li> <li>lamps,</li> <li>accessories,</li> <li>unless the cycle is stolen or damaged at the same time</li> </ul> </li> <li>b) for damage due to wear and tear or any gradually operating cause</li> <li>c) for damage from mechanical or electrical faults or breakdown</li> <li>d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</li> <li>e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft</li> <li>f) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).</li> </ul>

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

# **Section eight**

### Money and credit card cover

The following cover applies only if the **schedule** shows that it is included.

<ul> <li>any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)</li> <li>anywhere in the world, provided that</li> <li>within 24 hours of your discovering any such loss or theft, you have notified the Garda/police and, in the case of credit card(s), the card issuing company; and</li> <li>you have complied with all other conditions under which your credit card(s) were issued</li> </ul>	What is covered	What is not covered
<ul> <li>any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)</li> <li>within 24 hours of your discovering any such loss or theft, you have notified the Garda/police and, in the case of credit card(s), the card issuing company; and</li> <li>you have complied with all other conditions under which your credit card(s) were issued</li> <li>omission</li> <li>b) for loss of value</li> <li>c) the first €250 of every claim single incident results in a claim single in</li></ul>		We will not pay
	<ul> <li>any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)</li> <li>anywhere in the world, provided that</li> <li>within 24 hours of your discovering any such loss or theft, you have notified the Garda/police and, in the case of credit card(s), the card issuing company; and</li> <li>you have complied with all other conditions</li> </ul>	omission b) for loss of value c) the first ∈250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will

We will not pay more than

- in respect of loss or money:more than €635 in total during the period of insurance
- in respect of credit cards:more than €1270 in total during the period of insurance

# **Section nine**

### Caravan Cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
A: LOSS OR DAMAGE	We will not pay for:
A: LOSS OR DAMAGE Section Two (contents) of this insurance extends to cover: 1) the structure and fixtures and fittings of the caravan named in the schedule; 2) contents contained within the caravan named in the schedule and outside gas cylinders; against physical loss or damage whilst anywhere in the United Kingdom or Republic of Ireland or whilst you are travelling in Europe, for up to a maximum of 60 days, during the <b>period of insurance</b> . We will also pay reasonable costs, incurred with <b>our</b> consent, of removing the caravan to the nearest repairer and its redelivery to your home after repairs following loss or damage covered by this extension.	<ul> <li>We will not pay for:</li> <li>1 damage caused by moth, vermin, wear and tear or any gradually operating cause;</li> <li>2 damage from mechanical and electrical faults or breakdown;</li> <li>3 damage to tyres by road punctures, cuts or bursts;</li> <li>4 depreciation or loss of use;</li> <li>5 money and credit cards;</li> <li>6 theft or disappearance from the caravan whilst it is left unattended without an authorised occupant;</li> <li>7 valuables and cameras;</li> <li>8 the first €250 of each loss or damage sustained;</li> <li>9 loss or damage whilst loading or unloading from ships other than "drive on drive off" ships;</li> <li>10 breakage of articles of a brittle nature unless caused by accidents to the caravan;</li> <li>11 loss or damage whilst let for hire or reward; or when used as your permanent home</li> <li>12 theft or disappearance of audio, and audio visual, equipment when the caravan is left unattended without an authorised occupant from any site unless the wheels are fitted with a clamping device;</li> <li>14 the first €300 of every claim arising out of los or damage occurring when the caravan is left without an authorised occupant t any site.</li> </ul>

### How we deal with your claim

If **you** claim for loss or damage to the caravan and/or its contents **we** will at **our** discretion repair, replace or pay for such item(s) which have been lost or damaged.

### Limit of Insurance

We will not pay more than the sum(s) insured for the caravan and its contents named in the schedule.

# **Section nine**

### B: Legal liability to the public

The following cover applies only if the **schedule** shows that it is included.

What is not covered
<ul> <li>We will not indemnify you for any liability;</li> <li>1. whilst the caravan is attached to any vehicle for the purpose of being towed, or accidentally detached from the towing vehicle;</li> <li>2 whilst the caravan is let for hire or reward;</li> <li>3 whilst the caravan is outside the United Kingdom or Ireland.</li> </ul>

We will not pay more than the limit stated in Section 4 of this insurance.

The cover provided by Part B of this extension is subject to all the exclusions of Section 4 [legal liability to the public] and to all the General Conditions, General Exclusions and Claims Conditions of this insurance.

# **Endorsements**

### Endorsements

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

1. Hotel and motel clause

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms. (This clause overrides exclusion K of Section five).

2. Alarm clause

This insurance does not cover theft:

- when you have left the premises without an authorised occupant, or
- at night, unless:
- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with the installing company.
- 3. Safe clause

This insurance does not cover theft 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 **premises**.

5. Climatic conditions clause

This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to light.

- Musical instruments clause This insurance does not cover the breaking of strings, reeds or drumheads forming part of Musical instruments.
- Theft limitation clause This insurance does not cover theft or attempted theft from the home unless there is actual physical evidence of violent and forcible entry.
- 8. Non-standard construction clause It is agreed that the private dwelling of the **home** is not of **standard construction**.
- Subsidence, heave or landslip exclusion clause Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.
- 10. Flood exclusion clause

Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.

11. Contractors exclusion clause

It is hereby noted and agreed that the following restrictions in cover apply to the property named in the schedule whilst renovations works are being carried out:-

- The property must be secured against unauthorised entry and be wind/weather proof when left unoccupied
- (2) This policy does not cover loss, damage or liability in respect of wiring
- (3) This policy does not cover loss, damage or liability arising directly or indirectly from the activities of contractors
- (4) The insured has a duty to ensure that:-

# **Endorsements**

- The contractor shall appoint one of his employees who shall be responsible for safety and for seeing that precautions are taken.
- (ii) It is warranted that no portable heaters are to be used.
- (iii) The contractor or his appointed employee shall examine all property in the vicinity, including the area on the other side of any wall or partition, to ensure that no combustible material is in danger of ignition either directly or indirectly by heat.
- (iv) The area shall be cleared of all movable and/or combustible materials to a reasonable distance of not less than five metres from the point of application of heat. Combustible materials which cannot be moved must be covered and fully protected by screens of non-combustible material.
- (v) The contractor or his appointed employee shall work alongside the operative(s) using equipment and shall have available for immediate use at least one fire extinguisher.
- (vi) The lighting of all blow lamps, blow torches, cutting equipment and any other equipment used for the application of heat shall be carried out strictly in accordance with the manufacture's instructions and no piece of lighted equipment shall be left unattended.
- (vii) Gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and at least fifteen metres from the point of application of heat.
- (viii) Upon completion of heat, a continuous examination for a period of one hour shall be made of the immediate vicinity of the work (within fifteen metres) and the area on the other side of any wall or partition, to ensure that there is no risk of fire.

The contractor should have a current public liability policy in force with at least a limit of €1,000,000.

12. Index-linking clause

The sums insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (buildings): The House Rebuilding Cost Index issued by the Department of Environment. Section two (contents): The Consumer Price Index (household durables list) issued by the Central Statistics Office.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

13. Business-use extension clause

In return for the payment of an extra premium section four A(i) 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 or business or employment.

14. Stamp clause

We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

15. Your bank or building societies interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

### 16. Protections clause

It is your duty to ensure that all protections provided for the security of the home and contents:

- are maintained in good working order, and
- are in full and effective operation whenever you are absent from the premises.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

17. Unattended vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.



### Notice to the Insured

### **Payments**

Any money paid under this policy will be paid in euro in the republic of Ireland.

### Stamp Duties Consolidation Act 1999

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

#### Irish Law

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to Irish Law.

### **Data Protection Act**

It is understood by the **Insured** that any information provided to **us** regarding **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1988 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the Garda;
- check and/or file your details with fraud prevention agencies and databases, and if you provide us with false or
  inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these
  agencies and databases to:
  - help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household;
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies;
  - check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply, on request, further details of the databases we access or contribute to.

### **Enquiries and Complaints**

Any enquiry or complaint should be addressed in the first instance to your broker.

Prestige Underwriting Services (Ireland) Ltd aim to provide a first class service at all times, however, if you have any complaint regarding the standard of service you have received under your policy, the following procedure is available to you to resolve the situation. In the first instance please, contact:

The General Manager Prestige Underwriting Services (Ireland) Ltd. Lanyon Buildings 10 North Derby Street Belfast BT15 3HL Telephone: 048 9035 5585 email: complaints@prestigeunderwriting.co.uk

We will acknowledge your complaint advice within 5 working days of the date of receipt. The majority of complaints can be resolved quickly, but occasionally we may need to make more detailed enquiries. If this is likely, we will write to you to keep you updated of the investigations. The aim is to resolve the complaint to your satisfaction and we will send you a final Response within 8 weeks of your complaint.

Your insurer falls within the jurisdiction of the United Kingdom therefore if you are not satisfied with the final response from us or more than 8 weeks have passed since we received your complaint, you may refer your complaint directly to the Financial Ombudsman Service (FOS). Please note that the FOS will only consider your complaint if you have given us the opportunity to resolve your complaint. If you remain dissatisfied after our final response you may refer your complaint to the:

Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR Telephone: +44 20 79 641000 or by email: complaint.info@financial-ombudsman.org.uk

In all communications the policy/certificate number appearing in line one of the **schedule** should be quoted.

### **Financial Services Compensation Scheme**

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at **www.fscs.org.uk** or by contacting the FSCS on 020 7892 7300.

# **Notes**

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