

Home Insurance

Policy Document



HOUSEHOLD INSURANCE POLICY DOCUMENT

Arranged by Halligan Insurances



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Home Insurance Scheme Policy arranged by Halligan Insurances

The Contract of Insurance

Welcome to your Home Insurance policy document. This document explains in detail **your** insurance protection. Please read this Policy document and the Schedule carefully, referring to the endorsements indicated by the entries in the Schedule.

It is a contract of insurance between **you** and the **Insurer** and is made up of this Policy document, **your** Schedule and any endorsements noted as being included. In deciding to accept this contract of insurance and in setting the terms and premium, **we** and the **Insurer** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** or the **Insurer** ask by ensuring that all information provided is accurate and complete. That information may have been given to **us** on a Statement of Facts Proposal Form or during a phone conversation. The information **you** gave to **us** was used to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** are able to offer for that cover.

The Statement of Facts Proposal Form has been completed by **us** from the answers **you** gave **us**. **You** must check this information carefully and let **us** know as soon as practically possible if any part of the information **you** gave **us** is wrong. **You** should read this Policy booklet and **your** Schedule together. Please check them carefully to make sure **we** give **you** the cover **you** want.

You must advise **us** as soon as practically possible if the use of **your** home changes, such as it becoming let out to tenants, becoming **unoccupied** or being used for any business purpose. **You** should also advise **us** as soon as practically possible if the nature of **your** home changes in a way that might affect **our** attitude to the cover provided – for example during the building of an extension or re-roofing the property with non-standard materials. By non-standard **we** mean materials that are different from those stated on page 6 in the **Buildings** Definition. If **you** are in any doubt as to whether a change is relevant, please ask **us**.

The reinstatement value of **your buildings** shown in the Schedule will be adjusted at each renewal to reflect increased rebuilding costs. **You** should satisfy yourself that this value is adequate to cover the full rebuilding cost of the entire **buildings**, including the cost of professional fees and site clearance. If the sums insured are inadequate, it may affect the settlement of any claims **you** may submit under the Policy. **We** on behalf of the **Insurer** may at any time, on the advice of a surveyor or loss adjustor, amend the sums insured so that they represent the true values at risk.

This Policy, which includes and shall be read as one document with the Schedule and any, endorsements and Statement of Facts Proposal Form, evidences a contract of insurance between **you** and **us**.

Subject to the Policy terms, conditions, exclusions and endorsements the **Insurer** will insure **you** against loss, damage or legal liability which may occur during the period for which we have accepted **your** premium.

Notices

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to this contract of insurance, the **Insurer** and **you** are free to choose the law applicable to the contract. **We** on behalf of the **Insurer** propose that this contract is governed by Irish Law.

Insurance Act 1936 (or future amendments thereto)

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

Stamp Duties Consolidation Act 1999

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

Currency

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this policy or any subsequent renewal notice or endorsement relating thereto shall be deemed to be Euro.

Irish Brokers

Halligan Insurances are regulated by the Central Bank of Ireland for the conduct of business rules in Ireland.

Finance Act 1990 (of future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Accessibility

This document and any other documentation in respect of this contract of insurance can provided to **you** in Braille, large font or audio. If **you** require any of these formats please ask Halligan Insurances.

Definitions

All through this policy there are certain words printed in **bold**. These words have special meanings which are shown below and on pages 6 – 8 and will have the same meaning wherever they appear in the document.

Accidental damage

Unexpected and unintended damage caused suddenly and which has not been caused on purpose.

ATM

Means 'automatic teller machine'.

Bodily Injury

Means physical injury, sickness, disease or death including, for example required care and loss of services resulting from the injury.

Buildings

The buildings is made up of two (2) parts namely:

- a) the private house (which includes garages with direct access from the private house) including fixtures and fittings therein and thereon, occupied for residential purposes only, built with brick, stone or concrete and roofed with slates, tiles, or other incombustible materials and,
- b) domestic outbuildings, detached garages, swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks and their contents, terraces, patios, driveways, footpaths, walls, gates and fences, lawns, hedges, trees, shrubs and plants,

all situate as stated in the Schedule on a site not exceeding two (2) acres in area.

Computer viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.

Contents

Household goods and **personal effects** belonging to **you** (or for which **you** are legally responsible) or belonging to members of **your** household and **domestic employees** permanently residing with **you**, all in the private dwelling part of the **home** and domestic outbuildings.

Credit cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

Domestic Employee

Any person employed by **you** carrying on solely private domestic duties in connection with the **buildings** (including repair, maintenance or decoration but excluding work involving structural alterations, demolition, construction or farming).

Domestic Employee does not include Independent contractors and/or consultants and/or their employees or any person engaged by them.

Excess

The amount you must pay towards each claim.

Endorsement

Any alteration to this Policy that can restrict or extend cover.

Family

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers or any other paying guests.

Ground Heave

An upward movement of the ground beneath the **building** as a result of the soil expanding.

High Value Items

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals, cameras, video, audio or home computer equipment.

Household

You and others permanently residing with **you** in the private house other than paying guests.

Home Office Equipment

Computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, **you** or **your family** own.

Incident

Any event that might lead to a claim.

Insurer (Sections A to H)

The **Insurer** with which **your** Home Insurance contract will be concluded is Catlin Insurance Company (UK) Ltd.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Further details can be found on the Financial Services Register at www.fca.org.uk

Catlin Insurance Company (UK) Ltd. - Registered office 20 Gracechurch Street, London, EC3V 0BG United Kingdom(Company Number 5328622).

Landslip

A downward movement of sloping ground.

Money

Cash, cheques, postal and money orders, savings stamps and certificates, unused current postage stamps, premium bonds, traveller's cheques, travel tickets, gift tokens, but not items used for business purposes or forming part of a collection.

Occurrence

A loss or incident arising during the **period of insurance**.

Paying Guests

Guests paying for short term accommodation and/or tenants, co-tenants, lodgers, residing with **you**.

Period of Insurance

The period shown on **your** Schedule and any subsequent period for which **we** on behalf of the **Insurer** accept a renewal premium.

Personal Effects

Items worn, used or carried by **you** or **your family** , but not **money, credit cards** or items held or used for business purposes.

Robbery

Means the unlawful taking of money or other property from **your** care and custody by one who has caused or threatened **you** with bodily harm and has committed an obviously unlawful, violent act.

Reduced Excess

Some sections of the policy are not subject to the policy excess. Where indicated on the Schedule a reduced excess applies instead. For those sections the reduced excess, indicated on the Schedule, is the amount of the claim that **you** must pay yourself. If it is not clearly stated that the reduced excess applies, then the policy excess applies to a loss.

Settlement

A downward movement as a result of the soil being compressed by the weight of the **buildings** within ten (10) years of construction.

Specified Items

Specified items are items that have been individually identified to **us** and are shown in **your** Schedule.

Subsidence

A downward movement of the ground beneath the buildings other than by **settlement**.

Territorial Limits

Republic of Ireland only.

Terrorism

An act to use force or violence and/or the 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.

Unfurnished

Not adequately furnished or equipped for day to day living purposes. In the case of a newly constructed or renovated house, this means it will be deemed unfurnished if either the water or electricity service has not been connected.

Unoccupied

Not stayed in overnight by a member of **your** household or any other person authorised by **you** for more than thirty (30) consecutive days.

Wear and Tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.

We, our, us

Halligan Insurances acting on behalf of the **Insurer**.

You, your, the Insured

The person or people shown in the Schedule as 'the insured'.

All other definitions as detailed in the Policy.

Section A – Buildings

This Section covers the buildings of the private dwellings(s) situated within the premises named in the Schedule, used for domestic purposes only. An excess of €200 applies to each and every loss other than paragraph 4 (unless otherwise indicated on the Policy Schedule).

The Cover (what is insured)	Exclusions (what is not insured)
<p>The buildings are insured against loss or damage directly caused by:</p>	
<p>1a. Fire or smoke.</p>	<p>To properties built prior to 1920 unless rewired in the last twenty (20) years by a certified electrician.</p> <p>Smoke damage caused by:</p> <ul style="list-style-type: none"> • anything that happens gradually, • industrial or agricultural operation or process.
<p>1b. Lightning, explosion, earthquake or subterranean fire.</p>	
<p>2. Impact with the buildings by aircraft, other aerial devices, or articles falling from them, by road or rail vehicles, or by animals.</p>	<p>Loss or damage caused by any vehicle or animal belonging to or under the control of you or any permanent member of your household.</p>
<p>3. Storm or flood.</p>	<p>To properties that have incurred flood damage in the past ten (10) years.</p> <p>To properties where incorrect information has been given in relation to flood history.</p> <p>Damage caused by frost, subsidence, ground heave or landslip.</p> <p>Damage to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age.</p> <p>Damage to gates, fences or hedges.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>4. Subsidence, ground heave or landslip of the site on which the buildings stand.</p>	<p>The first €600 of each incident of damage or loss.</p> <p>To properties that have incurred subsidence damage in the past.</p> <p>To properties where incorrect information has been given in relation to subsidence history.</p> <p>Damage to walls, gates, fences, hedges, domestic fixed fuel oil tanks, permanently installed swimming pools, terraces, drives, footpaths, paved patio, tennis hard courts, greenhouses, service and supply pipes, drains, sewers and septic tanks unless the building is damaged at the same time.</p> <p>Damage whilst the buildings are undergoing any extensions, structural alterations, structural repairs or demolition.</p> <p>Damage due to coastal or riverbank erosion.</p> <p>Damage resulting from faulty workmanship, or the use of defective materials.</p> <p>Damage caused by settlement of the buildings.</p> <p>Damage caused by bedding down of new structures on newly made up ground.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>5. Escape or overflow of water from any washing machine, dishwasher, fixed fish tank, freezer or refrigerator or fixed domestic water or heating installation.</p> <p>Damage to any fixed domestic water or heating installation in the home caused by freezing or forcible or violent bursting.</p>	<p>The first €500 of each incident of damage or loss.</p> <p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last 20 years.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p> <p>Loss or damage due to wear and tear or gradual deterioration.</p>
<p>6. Escape or overflow of oil from any domestic fixed fuel tanks or heating installation.</p>	<p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last twenty (20) years.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p> <p>Loss or damage due to wear and tear or gradual deterioration.</p>
<p>7. Stealing or attempted stealing.</p>	<p>Where incorrect alarm and security information has been provided.</p> <p>Loss or damage whilst the buildings or any part of the buildings are lent, let, sub-let or licensed or accommodating paying guests unless such loss or damage is consequent upon violent and forcible entry.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>8.a. Vandals and acts of malicious persons.</p>	<p>Damage to boundary walls, hedges, tennis courts, gates, fences, terraces, footpaths, lawns, trees, shrubs and plants.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p> <p>Loss or damage caused by someone lawfully on the premises.</p> <p>Any damage not reported within fourteen (14) days.</p>
<p>8. b Riot or civil commotion, labour or political disturbance.</p>	<p>Loss or damage caused by someone lawfully on the premises.</p>
<p>9. Falling radio and television aerials, satellite dishes, aerial fittings or masts not exceeding thirty (30) feet in height.</p> <p>Falling trees, branches, lamp-posts or telegraph poles.</p>	<p>Loss or damage to the fittings.</p> <p>Damage to walls, gates, fences or hedges.</p> <p>Damage arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.</p>
<p>10. Accidental breakage of fixed glass in windows, solar panels, doors and roofs and fixed sanitary ware and ceramic hobs all forming part of the buildings.</p>	<p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p>
<p>11. The cost of repairing accidental damage to domestic fuel oil pipes, underground electricity and telephone cables or underground services, supplying your home for which you are legally responsible.</p>	
<p>12. Accidental damage to cables or underground services for which you are legally responsible, supplying your home.</p>	

The Cover (what is insured)	Exclusions (what is not insured)
<p>13. If the buildings are made uninhabitable by any cause insured by this section, the Insurer will pay for the loss of rent which you are unable to recover or the additional cost of comparable alternative accommodation incurred by you as owner or occupier of the buildings provided that the liability of the Insurer in this respect shall not exceed 15% of the sum insured on such buildings and is limited to the period necessary to reinstate the buildings to a habitable condition.</p> <p>The work of reinstatement must be done without delay.</p>	
<p>14. Expenses incurred following damage to the buildings by any cause insured by this section, in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged buildings made necessary to comply with Government or Local Authority requirements but not when notice has been served prior to the time of the loss; and Architects and other fees including Surveyor fees necessarily incurred in the reinstatement of the buildings.</p>	<p>Any expense incurred in the preparation of a claim or estimate of loss.</p> <p>Costs in respect of undamaged parts of the buildings (except the foundation of the damaged parts).</p>
<p>15. Door Locks Replacement</p> <p>The Insurer will pay the cost of replacing external door locks and keys of your buildings, specified in the Schedule, where the keys of such locks have been stolen following a break-in at the private house or following an assault on you or a member of your household.</p> <p>The maximum we will pay is €750.</p>	

The Cover (what is insured)	Exclusions (what is not insured)
<p>16. Fire Brigade Charges</p> <p>The Insurer will pay the cost of the charges made on you by a local authority (as permitted by legislation) for Fire Brigade attendance, as a result of any incident, which is insured by your policy.</p> <p>The maximum we will pay is €3,000.</p>	
<p>17. Trace & Access</p> <p>The Insurer will pay the cost of removing and replacing any part of the buildings to repair a household heating or water system which has caused an escape of water.</p>	<p>The maximum amount payable is €1,000 in any one period of insurance.</p> <p>Loss or damage to the component or appliance from which the water or oil escapes.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p>
<p>18. Legal Fees</p> <p>The Insurer will pay the legal fees, which you would have to pay to repossess the premises following occupation by squatters.</p>	<p>The maximum amount payable is €13,000 in any one period of insurance.</p> <p>Fees incurred without the Insurers permission.</p>

Accidental Damage

The Cover (what is insured)	Exclusions (what is not insured)
<p>The buildings are insured against any accidental damage in addition to the events under paragraphs 1 to 18 of this Section.</p>	<p>The first €200 of each incident of damage.</p> <p>Damage caused by scratching, chewing, tearing or fouling by your pets.</p> <p>Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, mould.</p> <p>Damage caused by cleaning, , structural alteration or repair, faulty workmanship or the use of faulty materials or breakdown.</p> <p>Damage as a result of tree root action, which comes within the terms of any exclusion or limitation, set out in this Policy.</p> <p>Any damage or liability stated as not insured under paragraphs 1 – 18 of this Section.</p>

Legal Liability to the Public

Property Owners Liability

This subsection is only applicable if Buildings Cover is included.

The Cover (what is insured)	Exclusions (what is not insured)
<p>1. Up to €2,600,000 in aggregate for any one accident or series of accidents constituting one occurrence, including defence costs and expense incurred by you with our consent, to compensate you against legal liability for:</p> <ul style="list-style-type: none">a) accidental death, illness or bodily injury to any person,b) damage to property, arising from the ownership of the buildings and its land.	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none">• you or a member of your household entering into an agreement or contract which imposes a liability which would not have otherwise been incurred,• any business, profession, employment or trade. <p>Liability for:</p> <ul style="list-style-type: none">• accidental death or bodily injury to a member of your household or to a person who at the time of sustaining such injury is employed by you or a member of your family,• damage to property owned or held in trust by or in the custody or control of you or a member of your household.

Conditions applicable to this section

Reinstatement condition

In the event of loss or damage to the **buildings**, the **Insurer** will pay the full cost of repair or reinstatement at the time of such loss or damage provided that **you** have maintained the **buildings** in a good state of repair and the work is done without undue delay. See policy condition 1 on page 29. The **Insurer** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

More than one property

When more than one (1) property is insured, the terms and conditions of the policy shall apply as if each is separately insured.

Selling your property

If **you** are selling your property the **Insurer** will insure the buyer up to the date the contract is signed.

Index linking – buildings

The sum insured in the Schedule will be adjusted monthly in line with the House Building Cost Index or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice. In the event of a claim the sum insured will continue to be adjusted during the period to repair or reinstate the buildings provided repair or reinstatement is carried out as soon as possible.

Section B – Contents

This section covers **your contents** at the private dwellings situated within the premises named in the Schedule. An excess of €200 applies to each and every loss (unless otherwise indicated on the Policy Schedule).

The following property is not included as **contents**:

- motor vehicles, caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them. However, domestic gardening equipment used on **your** premises is covered;
- landlord's fixtures and fittings;
- property used for commercial purposes.

Included in the Contents section in respect of each of the buildings separately stated in the Schedule during the **period of insurance**, our liability shall not exceed:

- a) €600 in respect of property in the open but situated within the boundaries of the property.
- b) €750 in respect of money and €5,000 in respect of credit cards or negotiable documents.
- c) €750 in respect of title deeds, registered bonds, and other personal documents.
- d) Limited to €2,500 or 5% of the sum insured (whichever is the greatest) for any one item in respect of high value items.
- e) The total value of all high value items shall not be taken to exceed 33.33% of the sum insured under the Contents section. But this will be reduced in respect of Urban area (defined as Dublin City & County, Bray & Leixlip) risks, the total value of all articles of jewellery shall not be taken to exceed 15% of the sum insured under the Contents section.
- f) The maximum amount payable in respect of property in locked domestic outbuildings (other than contents of secured garages built of standard brick construction) shall not be taken to exceed €3,000. This amount is reduced by 50% in respect of property in unsecured domestic outbuildings.
- g) The maximum amount payable in respect of Visitors (not paying guests) Personal Effects not otherwise insured is €1,000.
- h) The maximum amount payable in respect of Home Office Equipment (i.e. personal computers, printers, facsimile, telephone answering machines and the like) not otherwise insured is €4,000.

The Cover (what is insured)	Exclusions (what is not insured)
<p>The contents are insured against loss or damage directly caused by:</p>	
<p>1.a Fire.</p>	<p>To properties built prior to 1920 unless rewired in the last twenty (20) years by a certified electrician.</p> <p>Smoke damage caused by:</p> <ul style="list-style-type: none"> • Anything that happens gradually, • Industrial or agricultural operations.
<p>1.b Smoke, lightning, explosion or earthquake.</p>	
<p>2. Storm or flood.</p>	<p>To properties that have incurred flood damage in the past ten (10) years.</p> <p>To properties where incorrect information has been given in relation to flood history.</p> <p>Loss or damage caused by frost.</p>
<p>3. Impact by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.</p>	<p>Damage caused by any vehicle or animal belonging to or under the control of you or any permanent member of your household.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>4. Escape or overflow of water from any fixed water tanks, apparatus or pipes, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.</p>	<p>The first €500 of each incident of damage or loss.</p> <p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last twenty (20) years.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p> <p>Loss or damage caused by wear and tear or deterioration.</p>
<p>5. Escape or overflow of oil from any domestic fixed fuel tanks or heating installations.</p>	<p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last twenty (20) years.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p> <p>Loss or damage caused by wear and tear or deterioration.</p>
<p>6. Stealing or attempted stealing.</p>	<p>Where incorrect alarm and security information has been provided.</p> <p>Loss or damage whilst the buildings or any part of the buildings are lent, let, sub-let or licensed or accommodating paying guests unless such loss or damage is consequent upon violent and forcible entry.</p> <p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>7.a. Vandals and acts of malicious persons.</p>	<p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p> <p>Loss or damage caused by someone lawfully on the premises.</p>
<p>7.b. Riot or civil commotion, labour and political disturbance.</p>	
<p>8. Subsidence, ground heave or landslip of the site upon which the buildings stand.</p>	<p>The first €600 of each incident of damage or loss.</p> <p>To properties that have incurred subsidence damage in the past.</p> <p>To properties where incorrect information has been given in relation to subsidence history.</p> <p>Loss or damage whilst the buildings are undergoing any structural alterations or repairs, demolition or extensions.</p> <p>Damage due to coastal or riverbank erosion.</p> <p>Damage resulting from faulty workmanship or use of defective materials.</p>
<p>9. Falling trees, branches, lamp-posts or telegraph poles.</p> <p>Falling radio and television aerials, not exceeding thirty (30) feet, aerial fittings, masts or satellite dishes.</p>	<p>Loss or damage caused through lopping and/or felling.</p> <p>Loss or damage to the fitments.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>10. The contents if and in so far as these are not otherwise insured whilst temporarily removed from the buildings are insured:</p> <p>a) Against loss or damage caused by any of the causes insured under this section whilst in any occupied private dwelling.</p> <p>The maximum amount we will pay is 15% of the sum insured under the Contents section.</p>	<p>Contents outside the territorial limits, currency, bank notes, credit cards or negotiable documents.</p> <p>Loss or damage unless force is used to gain entry to or exit from a building.</p> <p>Property removed for sale or exhibition or storage to a furniture depository or warehouse.</p>
<p>11. The value of oil lost following accidental damage to domestic water or heating installation by any external cause.</p> <p>The maximum we will pay is €500.</p>	<p>Loss or damage caused after the buildings are left unfurnished or unoccupied for more than thirty (30) consecutive days.</p>
<p>12. Rent for which you are liable as occupier if the buildings are rendered uninhabitable by any cause which is insured under this section, not exceeding 15% of the sum insured on contents of the building damaged or destroyed.</p>	
<p>13. If the home is made uninhabitable by damage from any cause insured by this section the Insurer will pay for:</p> <ul style="list-style-type: none"> • the extra cost of comparable alternative accommodation if you occupy the home; • the cost of temporary storage of furniture; • the extra cost of temporary accommodation for domestic pets. <p>but only during the period necessary to reinstate the buildings to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The maximum the Insurer will pay under this paragraph is 15% of the sum insured by this section.</p>	

The Cover (what is insured)	Exclusions (what is not insured)
<p>14. Your legal liability as a tenant arising from any cause insured under paragraphs 1 to 13 of Section B.</p> <p>The maximum we will pay under this paragraph is 15% of the sum insured by this section.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> a) arising from subsidence, landslip or ground heave; b) arising from damage caused by escape of water from fixed water tanks, apparatus or fixed pipes, storm, flood, falling trees or branches, lamp-posts or telegraph poles.
<p>15. Your legal liability as a tenant for the cost of repairing accidental damage to domestic fuel oil tanks, underground water supply pipes and tanks, underground service and supply pipes, sewers, drains, underground electricity or telephone cables for which you are legally responsible.</p>	
<p>16. The cost of preparing new title deeds to the premises if they are lost or damaged by any cause insured under this section while in the home or while lodged with a Building Society, solicitor or bank for safe keeping.</p> <p>The maximum we will pay is €750.</p>	

The Cover (what is insured)	Exclusions (what is not insured)
<p>17. Loss, damage or destruction to food in your freezer caused by a rise or fall in temperature.</p> <p>The maximum the Insurer will pay under this paragraph is €1,300.</p>	<p>Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority or due to any consequence of strikes, labour or political disturbances.</p> <p>Gradual deterioration by any cause other than a rise or fall in temperature.</p> <p>Loss or damage if the freezer is more than ten (10) years old.</p>
<p>18. Costs necessarily incurred for each occurrence giving rise to a claim for replacing locks to external doors, windows, safes and alarms of the home following theft of the keys and which form the subject of a valid claim under paragraph 6 of this section.</p>	
<p>19. Fatal injury to you or your spouse/partner or both as a result of fire, burglary or assault in the buildings provided that:</p> <ul style="list-style-type: none"> a) death ensues within three (3) months of such injury; b) our liability shall be €3,500 for each person insured. 	
<p>20. The Contents sum insured is automatically increased by €5,000 to cover the cost of replacing gifts during the month of December, if they are lost or damaged by any cause insured under this section.</p>	<p>Loss or damage which you or your household are covered for under another contract of insurance.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>21. The Contents sum insured is automatically increased by €5,000 for a period of one (1) month before and one (1) month after the wedding day of you or a member of your household to cover the cost of replacing wedding gifts if they are lost or damaged by any cause insured under this section.</p>	<p>Loss or damage which you or your household are covered for under another contract of insurance.</p>
<p>22. The Insurer will pay you a benefit of €25 per day or any part thereof, should you be called to attend a Court of Law for the purpose of Service as a Juror. Claims under this section are not subject to a policy excess.</p>	<p>The maximum amount payable is €500 in any one (1) period of insurance.</p>

Accidental Damage

The Cover (what is insured)

The **contents** are insured whilst in the **home** against any **accidental damage**.

Exclusions (what is not insured)

The first €200 of each incident of damage.

Damage to clothing, furs, contact lenses, plants, food or drink.

Damage caused by scratching, chewing, tearing or fouling by **your** pets.

Damage while any part of the **home** is lent, let, sub-let, or licensed.

Damage caused by **wear and tear** or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, mould, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, faulty workmanship or design, the use of faulty materials or breakdown.

Damage to DVDs, games consoles, CD's, audiotapes, discs, video or computer cassettes, records, memory sticks or computer software.

Loss or damage occurring whilst the **home** is left **unfurnished** or **unoccupied**.

Damage to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used, to photographic, television, radio, other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus or to lamps, tubes, or electronic components in such apparatus.

Any damage or liability stated as not insured under paragraphs 1-21 of this section.

Occupiers and Personal Liability

This subsection is only applicable if Contents Cover is included.

Definitions applicable to this Sub-Section:

Dangerous implements means:

Chainsaws, blowtorches, kango-hammers, welding equipment and/or any equipment necessitating the use of protective clothing

The Cover (what is insured)	Exclusions (what is not insured)
<p>1. Up to €2,600,000 for any accident or series of accidents constituting one occurrence, including defence costs and expenses incurred by you with our prior written consent, to compensate you and your household against legal liability for:</p> <ul style="list-style-type: none"> a) accidental death, illness or bodily injury to any person; b) damage to property arising; i) from the occupation (not ownership) of the home and its land, ii) from the employment of any domestic employee in the Republic of Ireland, iii) in any other personal capacity anywhere in the territorial limits or worldwide within thirty (30) consecutive days. <p>2. Up to €2,600,000 for any accident or series of accidents constituting one occurrence, including defence costs and expenses incurred by you with the prior written consent of the Insurer, to compensate you and your family against legal liability for:</p> <ul style="list-style-type: none"> a) accidental bodily injury, death, disease or illness for any domestic employee employed by you and your household. 	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • you or a member of your household entering into an agreement or contract which imposes a liability which would not have otherwise been incurred; • ownership of any land or buildings; • any business, profession, employment or trade other than the provision in your home of: <ul style="list-style-type: none"> a) a child minding service for up to two (2) children, b) accommodation for up to six (6) paying guests, • racing, hunting or playing polo; • wilful or malicious acts; • the transmission of any communicable disease by you or a member of your household; • arising out of, caused by, aggravated by or resulting from fungi, wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from fungi, wet or dry rot, or bacteria.

The Cover (what is insured)

Exclusions (what is not insured)

Liability arising directly or indirectly from the ownership or use of:

- aircraft, watercraft, hovercraft or sailboards unless they are models or toys which are hand or foot propelled;
- mechanically propelled or assisted vehicles (except domestic gardening equipment and pedestrian controlled models or toys) or lifts;
- firearms (except those licensed for sporting activities);
- animals (except ponies, saddle horses, domestic cats and dogs (other than dangerous dogs, as specified in Regulations made under the Control of Dogs Act 1986 and the Control of Dogs (Amendment) Act 1992 or any subsequent or amending legislation thereto, unless such dogs are at all times, muzzled, under effective control, and capable of identification))
- **dangerous implements** which are being used other than at the **buildings** as described in the Schedule.

Liability for:

- **bodily injury** to a member of **your household** or to a person under a contract of service or apprenticeship with **you** or a member of **your household** (other than **domestic employees**);
- damage to property owned or held in trust by or in the custody or control of **you** or a member of **your household**.

Conditions applicable to Section B

A. Basis of Settlement

In the event of the total loss or destruction of any insured item under the Contents Section, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original item when new.

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

1. Household linen and clothing where a deduction for **wear and tear** will be made;
2. Items that can be economically cleaned, repaired or restored (including household linen, clothing and floor coverings of every description) where the cost of cleaning, repair or restoration will be paid;
3. Where any article forms part of a set, pair or suite the Insurer will be liable only for the value of the particular part or parts which have been lost or damaged and will not be liable for the full value of the set, pair or suite as a unit.

Index linking – Contents

The sum insured in the Schedule will be adjusted monthly in line with the Durable Household Goods section of the Consumer Price Index prepared by the Central Statistics Office or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice.

Section C – ‘All Risks’

The Cover (what is insured)

1. Miscellaneous valuables, clothing and personal effects

This section covers accidental physical loss or damage to personal effects including clothing, miscellaneous articles of jewellery, gold, silver or other precious metals, furs, watches, cameras, photographic equipment, binoculars, sports equipment, belonging to **you** or any members of **your household**.

Coverage applies to physical loss or damage occurring within the territorial limits or for the purpose of travel away only, elsewhere in the world for up to sixty (60) days in any one **period of insurance**.

The total amount payable under this section in respect of:

- a) all loss or damage is limited to the sum insured;
- b) any one article is limited to €1,300.

Exclusions (what is not insured)

The first €200 of each and every claim.

Any loss or damage in any way connected with any trade or profession.

Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, mould, any process of heating, dyeing, alteration or repair, scratching, denting, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.

Breakage to pottery, porcelain, terracotta, glass or other articles of a brittle nature (other than jewellery and spectacles), unless such breakage is caused by burglars, thieves or fire.

Damage to guns by internal explosions. Breakage of strings, reeds or drum heads on musical instruments.

Damage to camping equipment, sports equipment and clothing, musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.

Accidental breakage of camping, sports equipment and clothing whilst in use.

Any loss or damage to contact, corneal or micro corneal lenses or hearing aids.

Deeds, bonds, bills of exchange, money, securities, documents, manuscripts, business, professional or trade goods equipment.

The Cover (what is insured)	Exclusions (what is not insured)
	<p>Loss of jewellery from baggage outside the territorial limits unless carried by hand under your personal supervision.</p> <p>Goods left in unattended motor vehicles except contained in a locked luggage boot or covered luggage compartment of a private motor vehicle.</p> <p>Electrical or mechanical breakdown</p>
<p>2. Specified valuables & other items.</p> <p>This section covers accidental physical loss or damage to property as shown in the Schedule belonging to you or any member of your household permanently residing with you caused by loss or damage occurring within the territorial limits, and for the purpose of travel away only, elsewhere in the world for up to sixty (60) days in any one period of insurance.</p>	<p>The first €200 of each and every claim. Loss or damage listed under exclusions in Section 1 above.</p>
<p>3. Money and Credit Cards</p> <p>Accidental loss of money, belonging to you or a member of your household, anywhere in the world, up to €750.</p> <p>Financial loss following misuse of credit cards belonging to you or a member of your household, up to €5,000.</p> <p>Special Condition: You must report the loss of any credit card to the issuing company and to the Gardai as soon as practically possible and complied with all other conditions of your bank card(s) provider regarding loss and/or cancellation..</p>	<p>The first €200 of each and every claim. Shortages caused by error or omission. Depreciation in value. Losses not reported to the Gardai within seven (7) days of discovery.</p> <p>Confiscation or detention by customs or other officials.</p> <p>Unauthorised use by a member of your household.</p> <p>Liability following breach of the terms and conditions of use.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>4. ATM Assault Medical Expenses</p> <p>This coverage protects you when you use any ATM in the world. If you suffer bodily injury during a robbery within one hundred (100) feet of an ATM after using an ATM to withdraw money, during the policy term, the Insurer will pay up to €250 for medical treatment.</p> <p>Special Condition: You must report the assault to the Gardaí as soon as practically possible</p>	<p>The Insurer will not cover costs or payments recoverable from any party, under the terms of any other insurance.</p>

Index linking – All Risks

The sum insured in the Schedule will be adjusted monthly in line with the Durable Goods section of the Customer Price Index prepared by the Central Statistics Office or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice.

Section D – Pedal cycles

The Cover (what is insured)	Exclusions (what is not insured)
<p>Pedal cycles including fitted accessories against:</p> <p>Loss or damage by theft or any attempted theft;</p> <p>Accidental damage while the said cycle(s) is used by you, or any member of your household.</p> <p>Cover is limited to the territorial limits or for the purpose of travel away only, elsewhere in the world for up to thirty (30) days in any one period of insurance.</p> <p>The maximum the Insurer will pay for any one (1) pedal cycle is limited to the sum insured stated in the Policy Schedule.</p>	<p>The first €100 of each and every claim.</p> <p>Wear and tear, electrical or mechanical breakdown or derangement.</p> <p>Loss or damage arising from business use. Damage to tyres or lamps, or other accessories unless the cycle(s) itself is damaged at the same time.</p> <p>Motor assisted cycles.</p> <p>Mobility scooters.</p> <p>Stealing of the cycle(s) or its parts unless the cycles(s) is in a locked building or has been immobilised by a security device.</p> <p>Any loss or damage whilst the cycle(s) is being used for racing, pace-making, speed testing or for hire.</p>

Index linking – Pedal cycles

The sum insured in the Schedule will be adjusted monthly in line with the Durable Goods section of the Customer Price Index prepared by the Central Statistics Office or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice.

Section E – Caravans

This section covers the caravan named in the Schedule, used for domestic purposes. An excess of €200 applies to each and every loss (unless altered by Policy Schedule).

Definitions applicable to this Section: Caravan means:

1. the trailer caravan or mobile home described in the Schedule,
2. accessories, fixtures, fittings, furnishings and utensils in or attached to the caravan.

The Cover (what is insured)	Exclusions (what is not insured)
<ol style="list-style-type: none"> 1. Loss of or damage to the caravan within the Republic of Ireland and while temporarily elsewhere (including transit between ports) in your custody or control provided that the period for which you are outside the Republic of Ireland does not exceed sixty (60) days in any one period of insurance. 2. If there is loss or damage which is insured by this Section the insurer will pay the cost of: <ol style="list-style-type: none"> a) protection and removal to the nearest suitable repairers; b) delivery to your home address or to the caravan's permanent site within the Republic of Ireland. 3. Loss of Use <ol style="list-style-type: none"> I. the cost of hiring another caravan or other alternative accommodation; II. cost of hiring charges for bookings you have paid prior to the loss or damage. 4. Salvage Charges <p>All costs and expenses which you have to pay to reduce or avoid a loss which would have resulted in a claim under this Section during the course of any sea transit.</p> 	<p>The excess shown in the Schedule.</p> <p>Loss or damage while the caravan is on a site away from your home for more than thirty (30) days caused by overturning of the caravan by Storm or Flood unless it is securely anchored to the ground at all four corners of the chassis.</p> <p>Loss or damage while the caravan is being used in any motor sport.</p> <p>Loss or damage while the caravan is used as a permanent residence.</p> <p>Loss or damage occurring while the caravan is let out on hire.</p> <p>Loss or damage caused by Storm to the tent of a trailer tent or any awning.</p> <p>Loss or damage caused by seepage of water into the caravan through seams or seals.</p> <p>Loss or damage caused deliberately by any of your household or any person having use of the caravan.</p> <p>Damage to tyres by application of brakes or by road punctures, cuts or bursts.</p> <p>Loss or damage to furniture, furnishings or utensils caused by malicious damage or stealing while the caravan is left unattended unless the loss or damage occurred when your caravan was locked.</p> <p>The costs of repairing mechanical, electrical, electronic or computer failures or breakdowns or breakages.</p>

Claims settlement for Section E

Provided the loss or damage is covered under your Policy, the Insurer will settle your claim as explained below subject to the maximum amount payable.

1. The Insurer will pay the cost of work carried out in repairing or replacing the damaged parts of the caravan.
2. The Insurer will pay the cost of work carried out in repairing or replacing the damaged parts of the caravan.
3. If the caravan is lost or damaged beyond economical repair:
 - a) within twelve (12) months of your having purchased it new, the Insurer will pay the cost of replacement as new or at our option we will replace as new;
 - b) otherwise than in i) the Insurer will pay the market value.
4. If we or the Insurer know that the caravan is the subject of a hire purchase agreement, the Insurer will pay the owner whose receipt shall be a full discharge.

For furniture, furnishings, utensils and household linen (i.e. towels, bed & table linen): the Insurer will pay the cost of replacement as new or at their option will replace as new except for:

- household linen, where a deduction for wear and tear will be made,
- items that can be economically repaired (including household linen) where the cost of repair will be paid.

Sums insured will not be reduced following payment of a claim.

Maximum amount Payable

The maximum amount payable in respect of any one (1) incident less any excess is:

1. Caravan – The sum insured unless 2 i) above applies
2. Removal and delivery – €400
3. Loss of use – €15 per day subject to €250 in total
4. Salvage charges – No limit

The excess shown in the Schedule does not apply to 2 or 3.

Section F – Liability to Third Parties

The Cover (what is insured)	Exclusions (what is not insured)
<p>You are insured for any amounts which any member of your household become legally liable to pay in respect of:</p> <p>Accidental bodily injury, death, disease or illness of any person.</p> <p>Accidental loss of or damage to property; arising out of the ownership, possession or use of the caravan.</p> <p>The Insurer will also cover the legal liability of any other person who is using or has custody of the caravan with your permission and who is not insured elsewhere.</p> <p>The Insurer will pay up to €1,300,000 for any accident or series of accidents constituting one occurrence, including defence costs and expenses incurred by you with the Insurer prior written consent.</p> <p>If you or a member of your household claiming should die, your and/or their legal personal representatives will have the protection of this cover.</p>	<p>The Insurer will not pay for liability directly or indirectly arising from:</p> <p>Injury, death, disease or illness of any member of your household.</p> <p>Loss of or damage to property owned, occupied or in the custody of any member of your household.</p> <p>A caravan that is used as a permanent dwelling or on hire.</p> <p>Towing during hire.</p> <p>An agreement unless the liability would have existed without the agreement.</p> <p>Injury, death, disease, illness or damage arising from your profession or business.</p> <p>Injury, death, disease, illness or damage arising from any mechanically propelled vehicle by which the caravan is being towed or transported.</p> <p>Injury to any person in your employment.</p>

Section G – Identity theft

This Section provides **you** with insurance cover if **you** become the victim of identity theft during the **period of insurance**, subject to the terms, conditions and limitations shown below. The **Insurer** will pay up to €10,000 for each occurrence of identity theft, including €2,500 in respect of lost wages (maximum payment any one (1) week €420).

An **excess** of €50 applies to each identity theft event.

Definitions applicable to this Section:

Identity Theft

The theft of **your** personal identification, Personal Public Service (PPS) number, or other method of identifying **you** which has or could reasonably result in the wrongful use of such information, including, theft occurring on or arising out of **your** use of the internet. All financial loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single identity theft event.

Identity theft shall not include the theft or wrongful use of **your** business name or any other method of identifying any of **your** business activities.

Identity Theft Event

One occurrence of identity theft or a series of related occurrences.

The Cover (what is insured)	Exclusions (what is not insured)
<ol style="list-style-type: none"><li data-bbox="79 842 599 975">1. Costs for solicitors' fees for signing statutory declarations or similar documents for financial institutions or similar credit grantors or credit agencies that have required that affidavits be notarised.<li data-bbox="79 1007 561 1086">2. Costs for registered mail to Gardaí, credit reference agencies, financial institutions or similar credit grantors.	<ul style="list-style-type: none"><li data-bbox="650 842 1061 975">• Loss arising out of business activity of any insured person. Lost wages remuneration excludes business interruption or future earnings of a self-employed professional.<li data-bbox="650 1007 1061 1222">• Expenses incurred due to any fraudulent, dishonest or criminal act by an insured person or any person acting in concert with an insured person, or by any authorised representative of an insured person whether acting alone or in collusion with others.

The Cover (what is insured)

Exclusions (what is not insured)

3. Lost wages as a result of time taken off from work to meet with, or talk to Gardaí, credit reference agencies and/or legal counsel or to complete statutory declarations. If **you** are a self-employed professional, actual lost wages includes remuneration for vacation days, discretionary days, floating holidays and paid personal days. Computation of lost wages for self-employed professionals must be supported by and will be based on prior year tax returns. Coverage is limited to wages lost within twelve (12) months after **your** discovery of an identity theft event.
4. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
5. Reasonable legal fees incurred, subject to the prior consent of the **Insurer**, for:
 - a) defence of lawsuits brought against the insured person by merchants of their collection agencies;
 - b) the removal of any criminal or civil judgements wrongly entered against **you**;
 - c) challenging the accuracy or completeness of any information in a consumer credit report.
6. Charges incurred for travel, long distance telephone calls to retail merchants, Gardaí, financial institutions or similar credit grantors or credit reference agencies to report or discuss an actual identity theft.

Conditions applicable to Section G

If **you** discover **you** are a victim of an occurrence of identity theft, contact **us** immediately so that the **Insurer** and **we** will help **you** with advice on what **you** need to do.

If **you** make a claim for lost wages, the **Insurer** will ask **you** to submit proof from **your** employer that **you** took unpaid days off. **You** must also provide proof that it was necessary to take time away from work.

You must also;

- a) send copies of any demand, notices, summonses, complaints, or legal papers received in connection with a covered loss;
- b) take all reasonable and prudent action to prevent further damage to **your** identity;
- c) make the claim no later than six (6) months from expiration date of this policy.

Section H – Disaster mortgage and disaster cash cover

This Section is applicable to the primary residence and only if Buildings Cover on that primary residence is covered under Section A of this policy.

This coverage is in excess of any other insurance in force.

Definitions applicable to this Section:

Monthly mortgage amount means the amount normally payable monthly to **your** mortgage lender, including interest charge(s) and insurance charges(s) scheduled to be paid by **you** after the date of loss. The monthly mortgage amount does not include penalties or other charges not normally included in **your** monthly mortgage amount that are incurred by **you** prior to the date of loss.

Permanently Uninhabitable means **your** premises, by reason of an event, is made unfit for use as a residence and cannot be made fit for use as a residence by corrective action due to:

- a) condemnation of the land on which **your** property exists, which permanently prohibits rebuilding or reconstruction. The land must be condemned by statutory or common law, ordinance, rule or regulation or judicial or administrative order or decision;
- b) movement of the land on which your property exists, which makes the land permanently unfit for rebuilding or reconstruction as determined by statutory or common law, ordinance, rule or regulation or judicial or administrative order or decision.

Temporarily Uninhabitable means **your** premises, by reason of an event included as covered by Items 1 to 12 of Section A- Buildings, is made unfit for use as a residence for a period in excess of seventy two (72) consecutive hours, but can be made fit for use as a residence by corrective action.

The Cover (what is insured)

Exclusions (what is not insured)

1. The **Insurer** will pay **you** the sum equivalent to **your** monthly mortgage amount if a covered loss renders **your** primary residence temporarily uninhabitable for a period exceeding seventy two (72) hours following the event. The **Insurer** will make monthly payments for up to a maximum of six (6) months until **your** primary residence is made habitable again by repair, restoration or reconstruction. No payment will be made until **your** premises are uninhabitable and vacated for seventy two (72) consecutive hours.
2. The **Insurer** will also pay the excess on **your** primary household policy, listed on the Policy Schedule, when **you** receive payment for a covered loss, if that covered loss renders **your** primary residence uninhabitable for a period exceeding seventy two (72) hours following the event. This excess reimbursement is limited to no more than twice per **period of insurance**.

- Any residence that is not **your** primary residence and not occupied by **you**.
- No cover applies where the property is permanently uninhabitable as defined above.
- Loss or damage caused by an uninsured peril.
- Any penalties or other charges not normally included in **your** monthly mortgage repayment that are incurred by **you** prior

Conditions applicable to this Section

A. Basis of Settlement

For the first month of a covered loss, payment will be calculated at the rate of 1/30th of the monthly mortgage amount for each day of the first month **your** premises is uninhabitable. After the first month of a covered loss, payment will be **your** monthly mortgage amount for each month or portion of a month **your** premises is uninhabitable.

If repair, reconstruction or restoration work starts within sixty (60) days of the date of a covered loss and continues on a regular basis, the **Insurer** will pay **your** monthly mortgage amount scheduled for a period of time usually and customarily required to complete the repair, reconstruction or restoration. Under no circumstances will the **Insurer** pay more than six (6) months of monthly mortgage amounts.

If repair reconstruction or restoration work on **your home** is commenced within sixty (60) days after a loss, but the work is interrupted for a period of thirty (30) days or more, the payments provided by this policy will be suspended until the month in which the work is resumed. A work interruption of six (6) months or more will terminate this coverage, and no further monthly mortgage payment will be made.

B. Termination of Cover

Cover provided by this section will terminate on the earliest of the following:

1. **Your** mortgage loan is paid in full.
2. **You** are no longer legally obligated to repay the loan.
3. **You** no longer have ownership interest in the property which secures the loan.
4. Any premium due from **you** to the **Insurer** remains unpaid for more than thirty one (31) days.

Policy conditions

In the following conditions 'You' also includes any other person insured under the policy.

1. Care and Precautions

You shall take all practical steps to prevent loss, damage or accident and maintain the **buildings** in a good state of repair.

2. Cooling off period

You are entitled to cancel this policy by writing to **us** within fourteen (14) days of either:

- a. the date you receive this policy; or
- b. the start of the period of insurance

whichever is the later. Provided **you** have not made a claim, **we** will refund the premium paid, subject to a proportional day rate charge for the time for which **you** have been covered.

3. Cancellation after the Cooling off period

You can also cancel this policy at any time, **you** can do so by contacting **us** in writing and/or by telephone and /or by email. If **you** cancel **we** will refund the balance of the premium **you** paid for the current **period of insurance** as long as **you** have not made a claim during the current **period of insurance**. Any return premium due to **you** will be calculated on a proportional daily rate basis for the period **you** had coverage. For example if **you** cancel an annual policy after six (6) months **we** will return 50% of the annual premium charged.

The **Insurer** has the right to cancel the policy or any section or part of it by giving **you** thirty (30) days' notice in writing by registered letter to **your** last known address. The **Insurer** will only do so if there are serious grounds to do so. Examples of serious grounds including:

- Failure by **you** to pay the premium; or
- Failure to provide requested documentation, such as details of any alteration to the alarm or security at the **home**; or
- **You** deny the **Insurer** or their appointed representatives access to the premises and this affects their ability to process or defend their or **your** interests in respect of a claim; or
- **We** or the **Insurer** have established that **you** have provided us with incorrect information and **you** have failed to provide a remedy when requested; or
- Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our**, the **Insurer's** or appointed representatives staff.

If the **Insurer** cancels **we** will refund the balance of the premium **you** paid for the current **period of insurance** as long as **you** have not made a claim during the current **period of insurance**. Any return premium due to **you** in respect of cancellation will depend on how long this policy has been in force in the current **period of insurance** and whether **you** have made a claim. This will be calculated on a proportional daily rate basis for the period **you** had coverage.

Where a claim or an incident has occurred which may give rise to a claim the full annual premium is payable and no refund of premium will be allowed to **you**.

4. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under the policy knowing the claim to be false, the **Insurer** will not pay the claim and all cover under the policy will cease.

5. Change in circumstances

You must advise **us** of any changes of circumstances after the start of the insurance which increases the risk of loss, injury or damage or which might otherwise affect this policy.

6. Claims Notification

Upon learning of a claim or any circumstances likely to give rise to a claim **you** must:

- a) notify Halligan as soon as practically possible giving full details of what has happened;
- b) provide Halligan with written details of what has happened as soon as practically possible, but no later than thirty (30) days, and provide any other information The Insurer may require, including entrance to the **buildings** and/or access to the **contents** as needed;
- c) inform the Gardaí as soon as practically possible if loss or damage is caused by theft, attempted theft, malicious people, vandals, riot, civil commotion, labour or political disturbance;;
- d) forward to Halligan as soon as practically possible if a claim for liability is made against **you**, any letter claim, writ or summons or other communications **you** receive;
- e) Provide **us** with such proof of purchase, evidence of value or age for all items involved in **your** claim together with any supporting evidence that **we** require.

7. Insurers Rights

The **Insurer** has the right to the salvage of any property.

8. Duty of the Insured

You must not admit liability or offer, negotiate or agree to settle a claim without the prior written permission of the **Insurer**.

9. Defence of Claims

The **Insurer** are entitled to:

- a. take full responsibility for conducting, defending or settling any claim in **your** name at their own expense;
- b. take any action **we** consider necessary to enforce **your** rights or **our** rights under this contract of insurance.

10. Other Insurance

If at any time of any accident which results in a claim under the policy there is any other insurance covering the same damage or liability or any part of it, the **Insurer** will only pay their rateable proportion of the claim.

11. Separate locations

In the event of more than one location being specified in the Schedule the limitations shall apply as if each location had been insured by a separate policy.

12. Broader cover

The **Insurer** may extend or broaden the cover provided by this policy. If the **Insurer** does this during the **period of insurance** or within sixty (60) days before the **period of insurance** commences without increasing the premium, then the extended or broadened cover will apply to an occurrence after the effective date of the extended or broadened cover.

13. No Claims Discount

Your household Policy may be subject to a No Claims Discount. Any applicable No Claims Discount will be indicated on the Schedule. In the event of a claim, any applicable No Claims Discount may be reduced to zero by **us** on behalf of the **Insurer** at any subsequent renewal date unless **you** selected the Guaranteed Bonus Protection Clause.

14. Third Parties Rights

It is not the intention of this policy that any party except the **Insurer** and those named or defined as "the **Insured**" should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.

Policy exclusions

This insurance does not cover:

1. **War**

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 is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power., civil commotion, assuming the proportions of or amounting to a popular rising, military rising or martial law 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 Bangs**

Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. **Radioactive Contamination**

Any expense, indirect loss, legal liability or loss of or damage to any property directly or indirectly arising from:

- a) ionising radiation 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 nuclear assembly or nuclear components.

4. **Fungi wet rot dry rot or bacteria**

Any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of fungi, wet or dry rot, or bacteria, meaning the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot or bacteria. Whenever fungi, wet or dry rot, or bacteria occur, the fungi, wet or dry rot, or bacteria and any resulting loss is always excluded under this policy, however caused. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, treat, de-toxify, neutralise, or in any way respond to or access the effects of, fungi, wet or dry rot, or bacteria.

5. **Terrorism**

Any liability, loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

This 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 (a) and/or (b) above.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. In the event of conflict between this clause and the war risk exclusion contained in Policy exclusion 1. above, the wording of this clause shall prevail.

Operative endorsements are referred to by number in the schedule

HH1 – Intruder Alarm Clause

In consideration of the Insured having an Intruder Alarm fitted to the property insured by this policy, a discount is allowed on the first and annual premiums under Sections A and B of this policy (as applicable).

It is agreed that all times when the property is unattended the Intruder Alarm must be left in operation. If you do not comply with this requirement, the Insurer will not pay the first €750 of each incident of loss or damage by stealing or attempted stealing.

HH2 – Intruder Alarm (Central Station) Clause

In consideration of the Insured having an Intruder Alarm System fitted to the property insured by this policy and connected to a Central Station System by a Digital Dial Telephone Link, a discount is allowed on the first and annual premiums under Section A and B of this policy (as applicable).

It is agreed that the Alarm System shall be maintained by the installing engineers during the currency of this policy and that at all times when the property is unattended the Intruder Alarm must be left in operation. If you do not comply with this requirement, the Insurer will not pay the first €750 of each incident of loss or damage by stealing or attempted stealing.

HH3 – Intruder Alarm Clause

In consideration of the Insured having an Intruder Alarm System fitted to the property insured by this policy, a discount is allowed on the first and annual premiums under Section A and B of this policy (as applicable).

It is agreed that the Insured shall use their best endeavours to ensure that at all times when the property is unattended the Intruder Alarm shall be left in operation.

HH4 – Intruder Alarm connected to (Central Station) Clause

In consideration of the Insured having an Intruder Alarm System fitted to the property insured by this policy and connected to a Central Station System by a Digital Dial Telephone Link, a discount is allowed on the first and annual premiums under Section A and B of this policy (as applicable).

It is agreed that the insured shall use their best endeavours to ensure that at all times when the property is unattended the Intruder Alarm shall be left in operation.

HH5 – Smoke Detectors

In consideration of the Insured having two (2) smoke detectors fitted to the property insured by this policy, a discount is allowed on the first and annual premiums under Sections A and B of this policy (as applicable).

HH6 – Occupation of the property as Offices

It is noted that the property insured by this policy is partly occupied as Offices in connection with the Insured's business as declared to us, but the cover provided by Section B of this policy does not extend to cover Office machinery nor will the Liability Sections of this policy extend to include any liability arising from the exercise of any trade, profession or business by any person entitled to reimbursement.

HH7 – Rented Property

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

HH8 – Mortgagees Clause

The interest of the mortgagee shall not be prejudiced by an act or negligence by you, your household or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger shall give notice to us and pay an additional premium if required.

HH9 – Increased Excess – Buildings and Contents

It is agreed that the €200 excess stated in the policy Sections A & B is increased to the amount as stated in the schedule.

HH10 – Increased Excess – Accidental Damage

It is agreed that the €200 excess stated in the policy sub-sections headed 'Accidental Damage' is increased to €500.

HH11 – Increased Excess – Water Peril

It is agreed that the €500 excess stated in the policy Sections A & B is increased to €800 only in respect of sub-section 5 of Section A – Buildings and sub-section 4 of Section B – Contents.

HH12 – Increased Excess – (Flood)

It is agreed that for the peril of Flood only (noted in sub-section 3 of Section A and sub-section 2 of Section B) the excess is increased to the amount stated in the schedule. Furthermore, the excess is increased, to the amount stated in the schedule, for any accidental damage loss, if associated with the peril of Flood only.

HH13 – Special Security Precaution for Jewellery

It is a condition of your policy that all items of jewellery valued in excess of €10,000 are kept in a locked safe when not in the personal custody of an adult.

HH14 – Property used partly for Business Purposes, other than a Home Office

The property is partly occupied in connection with your business as disclosed to us. Within that portion of the property, no cover is provided for money or high value items and accidental damage to contents is not included (whether indicated or not on the schedule).

The insurance provided for stealing or attempted stealing of contents, only applies if accompanied by violent and forcible entry or exit and is subject otherwise to the terms, limitations and exceptions specified in this policy.

The exclusion regarding 'profession, trade or business' referred to under LEGAL LIABILITY TO THE PUBLIC does not apply to your business as disclosed but, the Insurer will not insure you for any amount which you might become legally liable to pay for death, injury, illness or loss or damage caused by remedial, professional or other advice or treatment other than medical first aid treatment given or administered or omitted by you, or by any of your servants, employees or agents.

HH15 – Holiday Home

The premises are occupied as a Holiday Home. Whenever you are not in residence it is a condition of your policy that:

- a) Contents will exclude money and will exclude subsection 6 and subsection 7 of section B – Contents, this condition applies when the property has been left unoccupied for more than thirty (30) consecutive days;
- b) a responsible person is appointed to supervise and regularly check the premises, this condition applies whenever you are not in residence;
- c) the electricity, gas and water are turned off at the mains and the water system is drained. This condition shall not apply if the central heating system is set to automatically come into use daily by means of a time switch with the thermostat set to a minimum temperature of fifty five (55) degrees Fahrenheit and the loft hatch/door left open where fitted. (This condition applies between the months of October to March inclusive).

HH16 – Fire Cover Only

The Insurance provided by your policy is hereby limited to – ‘Fire, Explosion, Lightning, and Earthquake’. No other insurance is provided by your policy.

HH17 – Paying guests up to six (6)

It is agreed that the policy cover is extended to permit not more than six (6) short term paying guests at any one time to reside in the private residence. Whilst paying guests are in residence, the risk of larceny is excluded from cover. In addition, the cover provided by this policy does not extend to cover the property of such paying guests and excludes any liability for consumption on or off the premises of food or drink.

HH18 – Jewellery settings

It is a condition of All Risks cover that the settings of any item of jewellery valued in excess of €10,000 is checked by a jeweller at least once every two (2) years.

HH19 – Increased excess – Stealing and attempted stealing

It is agreed that the €200 excess stated in the policy Sections A & B is increased to €1,000 only in respect of sub-section 7 of Section A – Buildings and sub-section 6 of Section B – Contents.

HH20 Optional No Claim Discount Protection

The Insurer agrees that the level of No Claim Discount will be preserved provided that not more than one (1) unlimited claim occurs during any five (5) consecutive years of insurance. Should more than one (1) unlimited claims occur during any five (5) consecutive years of insurance the no claims discount will be reduced at the subsequent renewal date.

Complaints Procedure

Both Halligan Insurances and the **Insurer** care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If **you** have any questions, or concerns about this insurance or the handling of a claim or any aspect regarding the standard of our service, **you** should contact Halligan Insurances on 01 8797100 , or info@halligan.ie.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to:

Complaints Manager
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG
United Kingdom
Email: Catlinukcomplaints@catlin.com
Telephone Number: +44 (0) 20 7743 8487

If **you** remain dissatisfied after the Complaints Manager has considered **your** complaint, or **you** have not received a final decision within eight (8) weeks, **you** have the right to refer **your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom
Email: complaint.info@financial-ombudsman.org.uk

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000
Fax: +44 (0) 20 7964 1001

The United Kingdom Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website at www.financial-ombudsman.org.uk

Alternatively, **you** may be eligible to refer your complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House, Lincoln Place,
Dublin 2.
Ireland
E-mail: enquiries@financialombudsman.ie
Lo-Call: 1890 88 20 90.

Or to

Central Bank of Ireland,
PO Box 559,
Dame Street,
Dublin 2.
Lo-Call: 1890 77 77 77

Making a complaint does not affect **your** right to take legal action.

The United Kingdom Financial Services Compensation Scheme

Catlin Insurance Company (UK) Ltd. is covered by the United Kingdom Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the United Kingdom Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU United Kingdom) and on their website: www.fscs.org.uk

Data Protection

We and the **Insurer** will hold **your** details in accordance with Data Protection and Privacy Policy regulations.

IRISH DATA PROTECTION

Any information **you** have provided to Halligan Insurances in Ireland will be processed, in compliance with the provisions of the Data Protection (Amendment) Act 2003 for the purpose of providing insurance and handling claims, complaints or fraud prevention which may necessitate providing such information to other parties.

You have a right of access to and a right to rectify data concerning **you** under the Data Protection Acts 1988 and 2003. Should **you** wish to exercise this right, please write to **us** at:

Data Protection Officer: Halligan Insurances, Unity Building, 16-17
Lower O'Connell Street, Dublin 1

UNITED KINGDOM DATA PROTECTION

Any information **you** have provided to the **Insurer** may also be processed in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308)

Halligan Insurances

Unity Buildings, 16/17 Lower O'Connell Street, Dublin 1.

Telephone: 01 879 7100 Fax: 01 873 1978 Website: www.halligan.ie

Halligan Life & Pension Ltd t/a Halligan Insurances is regulated by the Central Bank of Ireland.

Halligan Insurances

Unity Buildings, 16/17 Lower O'Connell Street, Dublin 1.
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Central Bank of Ireland.

