

Flexible Cover

Policy Booklet



permanent tsb



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Introduction

We are very pleased to introduce You to the **permanent tsb** Flexible Cover Policy and thank You for insuring with Us.

Please read this Policy carefully to ensure that it provides the cover You require. If the Schedule details do not agree with the details completed on your Proposal Form/ Statement of Fact then please return it immediately with a note of the changes that should be made.

Please advise immediately if the use or nature of your Premises changes or if You do anything which may affect our attitude to the cover provided – for example building an extension, re-roofing, etc.

The reinstatement value of your Premises shown in the Schedule may be index linked but You should review this from time to time to make sure it represents the full rebuilding cost,

including the cost of professional fees and site clearance.

This Policy (which includes and shall be read as one document with the Schedule, Endorsements, Proposal Form/ Statement of Fact and Declaration), evidences a contract of insurance between the Insured and Allianz p.l.c.

We will, subject to the terms, conditions, limitations and exclusions of this Policy, indemnify You against loss, damage or legal liability which occurs during any Period of Insurance for which You have paid or agree to pay the premium.



Helen Merry
Member of the Board of Management
Chief Underwriting Officer

Insurance Act 1936 (or future amendments thereto)

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

Finance Act 1999 (or future amendments thereto)

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

Definitions

Any word or expression, which is given a specific meaning in this Policy, will have the same meaning wherever it appears.

Accidental Damage

Sudden or unforeseen damage caused as a result of an unexpected action or event.

The Insured/You:

The person(s) named on the Schedule under Insured.

We/Us/The Company:

Allianz p.l.c.

Premises

The Premises is defined as the Private House, occupied for residential purposes only, built with brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials (the Private House) and domestic outbuildings, garages, swimming pools and 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.

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 House and domestic outbuildings.

Money is included up to a maximum of €650. Cover for this item is on an all risks basis as defined under Section 3 – All Risks Cover.

Any one High Value Item is covered for not more than 10% of the Contents Sum Insured and the total of these items is covered for not more than 50% of the Contents Sum Insured unless details have been advised to Us and are listed on the Schedule.

Home office equipment i.e. personal computers, printers, facsimile, telephone answering machines and the like, is included for an amount of €3,810 in any one Period of Insurance.

Excluding:

- Property otherwise insured.
- Motor vehicles, (other than mechanically propelled lawnmowers), powered personal transporters (PPT's), marine craft, caravans and trailers, aircraft or parts, keys or accessories of, on or in any of them.
- Animals and livestock.
- Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.

Domestic Employee

Any employee of the Insured carrying on solely private domestic duties in connection with the Premises (including repair, maintenance or decoration).

Endorsement

Any alteration to this Policy wording.

Excess

The amount of any loss You must pay yourself.

High Value Items

Any item, set or collection of jewellery, precious metal, pictures, other works of art, furs, stamps, coins, and other such items, sets and collections.

Household

You and others permanently residing with You other than paying guests.

Money

Banknotes, coins, cheques, bank drafts, postal or money orders, stamps (not forming part of a collection), savings stamps and Certificates, premium bonds, gift tokens, luncheon vouchers & travel tickets.

Period of Insurance

The period shown on your Schedule and any subsequent period for which We accept a renewal premium.

Personal Effects

Articles normally worn or carried on the person.

Definitions

Powered Personal Transporters (PPT's)

Items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted).

Storm

A violent atmospheric event with strong winds in excess of 47 knots that may be accompanied by heavy rain, snow or sleet.

Subsidence

Gradual downward movement of the ground on which the private house stands, including its foundations, by a cause other than settlement or the weight of the building itself.

Unfurnished

Not adequately furnished or equipped for normal living purposes. This does not apply during the first 35 days of ownership of Your new home.

Unoccupied

Not lived in on a permanent full-time basis by You, a member of your Household or any other person authorised by You.

All other definitions as detailed in the Policy.

Section 1: Premises

This section only applies when a Sum Insured for this cover is shown on the Schedule

The Cover

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage to the Premises by any of the causes listed in paragraphs numbered (1) to (12), subject to the terms, limitations, exceptions and exclusions set out in this Policy.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

| What Your Policy Covers | Excluding Loss or Damage |
|--|--|
| <p>1) Fire, Explosion, Lightning, Earthquake and Thunderbolt</p> | |
| <p>2) Smoke Meaning direct damage from smoke including the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the Premises.</p> | <ul style="list-style-type: none"> • by smoke from fireplaces, • by smog or from agricultural smudging or industrial operations. |
| <p>3) Storm or Flood</p> | <ul style="list-style-type: none"> • to fences and gates, lawns, hedges, trees, shrubs and plants, except as a direct result of damage to the Private House by Storm or Flood, • by frost, • to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age. |
| <p>4) Freezing, Escape or overflow of Water from within any plumbing or Heating system, fixed water apparatus or fixed domestic appliance</p> | <ul style="list-style-type: none"> • while the Private House is Unfurnished, • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. • caused by gradual leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings, • caused by damage to, or failure of, a fish tank or its accessories. |
| <p>5) Stealing (or Attempted Stealing)</p> | <ul style="list-style-type: none"> • while the Private House is Unfurnished, • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage, • when any part of the Private House is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible or violent means. |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 1: Premises

| What Your Policy Covers | Excluding Loss or Damage |
|--|---|
| <p>6) Escape or overflow of Oil from within any plumbing or heating system or Fixed Domestic Appliance</p> | <ul style="list-style-type: none"> while the Private House is Unfurnished, where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>7) Impact by Aircraft, Aerial Devices or Articles dropped from them, Rail Vehicles, Road Vehicles or Animals</p> | |
| <p>8) Falling Trees and Branches and/or External Television/Radio Aerials, Masts and Satellite Dishes</p> | <ul style="list-style-type: none"> caused by felling of trees or lopping of branches, to hedges and fences, arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy. |
| <p>9) Riot, Civil Commotion, Strikers, Locked-out Workers or Persons Taking Part in Labour Disturbances</p> | <ul style="list-style-type: none"> to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants. |
| <p>10) Malicious Damage and Vandalism</p> | <ul style="list-style-type: none"> by any person lawfully on the Premises or any person invited onto the Premises by You or a member of your Household, while the Private House is Unfurnished, where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage, to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants. |
| <p>11) Subsidence or Heave of the Site on which the Private House stands or Landslip</p> | <ul style="list-style-type: none"> resulting from demolition, structural alteration or structural repair or the use of heavy machinery or drilling equipment, resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion, to domestic outbuildings, boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the Private House is damaged at the same time by this cause, resulting from the bedding down of any structure, |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 1: Premises

| What Your Policy Covers | Excluding Loss or Damage |
|--|--|
| <p>11) Subsidence or Heave of the Site on which the Private House stands or Landslip (continued)</p> | <ul style="list-style-type: none">to solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the Private House are damaged by the same cause and at the same time. <p>Also excluding the first €630 of each and every loss</p> |
| <p>12) Accidental Damage</p> | <ul style="list-style-type: none">to the Premises other than to the Private House,to any part of the Private House which is lent, let, sub-let, or accommodating paying guests,by settlement and shrinkage,caused by animals owned or in the care custody or control of You or members of your Household,caused by scratching, abrading or denting,caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them,as a result of tree root actionresulting from any weather related event,which comes within the terms of any exclusion or limitation set out in this Policy including but not limited to, Paragraphs (1) to (11). |

Section 1: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|--|---|
| <p>Alternative Accommodation We will pay for:</p> <ul style="list-style-type: none"> a) reasonable additional expenses necessarily incurred by You, for alternative comparable accommodation for You and members of your Household, OR b) loss of rent due to You, OR c) two years Ground Rent, OR d) rent which continues to be payable by You, as a result of the Premises being rendered uninhabitable following damage by an insured cause. <p>The expense is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Premises Sum Insured.</p> | |
| <p>Architects/Surveyors Fees Architects/Surveyors and Legal Fees necessarily and reasonably incurred with our consent, in the reinstatement of the Premises following loss or damage covered by this Policy.</p> | |
| <p>Breakage of fixed Glass and Sanitary Fittings Accidental breakage of:</p> <ul style="list-style-type: none"> (i) fixed glass in doors, windows, skylights, fanlights and verandas, (ii) fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units. | <ul style="list-style-type: none"> • to any item broken or cracked at the commencement of this insurance, • to swimming pools, • while the Private House is Unfurnished, • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>Clean Up Expenses Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance will be paid, subject to a maximum amount of €2,000, provided no payment is made under Contents cover on this or any other insurance policy.</p> | <ul style="list-style-type: none"> • while the Private House is Unfurnished, • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>Debris Removal Costs We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with our consent following loss or damage to the Premises by an insured cause.</p> | |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 1: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|--|--------------------------|
| <p>Fire Brigade Charges We 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. The maximum amount payable will be €2,000, provided no payment is made under Contents cover on this or any other insurance policy.</p> | |
| <p>Paying Guests Permission is given for not more than 6 paying guests (at any one time) to be kept in the Private House.</p> | |
| <p>Public Authorities Requirements Costs We will pay the cost of complying with any Government, Local Authority, Building or other Regulation to the extent that these apply to parts of the Premises damaged by an insured cause (but not where notice has been served on You prior to the occurrence of the loss or damage).</p> | |
| <p>Purchaser's Interest If You have contracted to sell the Premises, the contracting purchaser will have, at your request, the benefit of this Section up to the date of completion of the sale. This extension only applies if the Premises is not otherwise insured and shall not prejudice your or our rights.</p> | |
| <p>Reinstatement of Sum Insured after Loss The Sums Insured will not be reduced by the amount of any loss.</p> | |
| <p>Satellite Dishes, Television/Radio Aerials and Masts We will indemnify You for loss or damage to external satellite dishes, television/radio aerials and masts not exceeding 30 feet in height but subject to a maximum amount of €1,300 any one loss.</p> | |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 1: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|--|--|
| <p>Service Pipes and Cables We will indemnify You for accidental damage to service pipes and cables for which You are legally responsible.</p> | |
| <p>Trace and Access We will pay up to €650 to remove or replace any part of the Premises necessary to repair any fixed domestic water or heating installation where water or oil has escaped.</p> | <ul style="list-style-type: none">• to the item from which the escape occurred• while the Private House is Unfurnished• where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |

Section 1: Liability to Others

What Your Policy Covers

Liability To Others as owner of the premises

We will indemnify You against all sums which You shall become legally liable to pay as owner of the Premises for accidents happening on or about the Premises which result in

- (i) death, bodily injury or illness to any person other than
 - members of your Household
 - employees of You or of members of your Household,
- (ii) accidental damage to property other than property belonging to or under the control of
 - You
 - members of your Household
 - employees of You or of members of your Household.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €3,175,000 inclusive of all legal fees and other expenses.

In the event of your death We will, in respect of liability incurred by You, indemnify your personal representatives in the terms of and subject to the limitations set out in this Policy, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

Excluding Liability in Respect of:

- the ownership, possession or occupation of any other land, buildings or structures,
- the exercise of any business, trade or profession other than the provision of:
 - (i) a child minding facility at the Premises for not more than 2 children,
 - (ii) accommodation for paying guests as detailed and subject to the limit set out in the Policy or any amending Endorsement,
- any wilful or malicious act,
- any contract which imposed on You liability which You would not otherwise have been under,
- or arising from work of a construction or reconstruction nature or structural alterations or demolition.

Section 2: Contents

This section only applies when a Sum Insured for this cover is shown on the Schedule

The Cover

We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage to the Contents by any of the causes listed in paragraphs numbered (1) to (12), subject to the terms, limitations, exceptions and exclusions set out in this Policy.

In the event of a loss our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed thereon, less the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

| What Your Policy Covers | Excluding Loss or Damage |
|--|--|
| 1) Fire, Explosion, Lightning, Earthquake and Thunderbolt | |
| 2) Smoke Meaning direct damage from smoke including the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the Premises. | <ul style="list-style-type: none"> • by smoke from fireplaces, • by smog or from agricultural smudging or industrial operations. |
| 3) Storm or Flood | |
| 4) Freezing, Escape or overflow of Water from within any plumbing or Heating system, fixed water apparatus or fixed domestic appliance | <ul style="list-style-type: none"> • while the Private House is Unfurnished, • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. • caused by gradual leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings, • caused by damage to, or failure of, a fish tank or its accessories. |
| 5) Stealing (or Attempted Stealing) | <ul style="list-style-type: none"> • while the Private House is Unfurnished, • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage, • when any part of the Private House is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible or violent means. • caused by gradual leaking or seepage of water from any bath, shower, wash hand basin and/or other sanitary fittings, • caused by damage to, or failure of, a fish tank or its accessories. |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 2: Contents

| What Your Policy Covers | Excluding Loss or Damage |
|--|---|
| <p>6) Escape or overflow of Oil from within any plumbing or heating system or Fixed Domestic Appliance</p> | <ul style="list-style-type: none"> while the Private House is Unfurnished, where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>7) Impact by Aircraft, Aerial Devices or Articles dropped from them, Rail Vehicles, Road Vehicles or Animals</p> | <ul style="list-style-type: none"> caused by animals owned by You or a member of your Household. |
| <p>8) Falling Trees and Branches and/or External Television/Radio Aerials, Masts and Satellite Dishes</p> | <ul style="list-style-type: none"> caused by felling of trees or lopping of branches, arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy. |
| <p>9) Riot, Civil Commotion, Strikers, Locked-out Workers or Persons Taking Part in Labour Disturbances</p> | |
| <p>10) Malicious Damage and Vandalism</p> | <ul style="list-style-type: none"> by any person lawfully on the Premises or any person invited onto the premises by You or a member of your Household, while the Private House is Unfurnished, where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>11) Subsidence or Heave of the Site on which the Private House stands or Landslip</p> | <ul style="list-style-type: none"> unless the Private House is damaged simultaneously. |
| <p>12) Accidental Damage (where indicated as covered in the Schedule)</p> | <ul style="list-style-type: none"> to any part of the Private House which is lent, let, sub-let, or accommodating paying guests, caused by animals owned or in the care custody or control of You or members of your Household, caused by scratching, abrading or denting, caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them, to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used, <p>(continued overleaf)</p> |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 2: Contents

What Your Policy Covers

- 12) **Accidental Damage (continued)**
(where indicated as covered in the Schedule)

Excluding Loss or Damage

- to photographic, television, radio or 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,
- to records, audio, video or computer discs, tapes or cassettes,
- resulting from any weather related event,
- which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, Paragraphs (1) to (11),

Section 2: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|---|---|
| <p>Alternative Accommodation</p> <p>We will pay for:</p> <ol style="list-style-type: none"> reasonable additional expenses necessarily incurred by You, for alternative comparable accommodation for You and members of your Household, OR loss of rent due to You, OR rent which continues to be payable by You, OR the reasonable cost of temporary storage of Contents, <p>as a result of the Premises being rendered uninhabitable following damage by an insured cause.</p> <p>The expense is limited to the period necessary for reinstatement and the total amount payable is limited to 15% of the Contents Sum Insured.</p> | |
| <p>Audio and Audio Visual Equipment – applicable only if Accidental Damage to Contents is not included</p> <p>We will pay the cost of replacing or repairing equipment if accidentally damaged whilst in the Private House. The maximum We will pay for any one loss is €1,300.</p> | <ul style="list-style-type: none"> to records, audio, video or computer discs, tapes or cassettes, caused by animals owned or in the care custody or control of You or members of your Household. |
| <p>Breakage of Glass</p> <p>Accidental breakage of fixed glass in furniture, hobs and mirrors.</p> | <ul style="list-style-type: none"> to any item broken or cracked at the commencement of this insurance, while the Private House is Unfurnished, where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage, to hand mirrors. |
| <p>Christmas</p> <p>The Contents Sum Insured is automatically increased by 10% during the months of December and January.</p> | |

Section 2: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|--|---|
| <p>Clean Up Expenses Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance will be paid, subject to a maximum amount of €2,000 provided no payment is made under Premises cover on this or any other insurance policy.</p> | <ul style="list-style-type: none"> while the Private House is Unfurnished, where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>Compensation for death of Insured and/or Spouse We will pay €3,200 in the event of death by accident, as a result of: (1) fire, explosion, lightning or assault by thieves on the Premises, (2) travelling as a passenger by train, bus, licensed taxi or hackney, (3) assault in the street, where death occurs within three calendar months of such accident.</p> | |
| <p>Contents in the open We will indemnify You, up to an amount of €650, for loss or damage by an insured cause, other than Accidental Damage (irrespective of whether cover is indicated in the Schedule), to Contents in the open within the boundaries of your Premises.</p> | <ul style="list-style-type: none"> for any amount in excess of €125 to any bicycle. by stealing or attempted stealing from any unattended vehicle unless all windows, including sunroof, and doors are securely locked and the property is completely concealed within a closed compartment or locked boot. |
| <p>Door Locks Replacement We will pay the cost of replacing external door locks and keys of your Premises, 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>Fire Brigade Charges We 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. The maximum amount payable will be €2,000 provided no payment is made under Premises cover on this or any other insurance policy.</p> | |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 2: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|--|--|
| <p>Freezer and Refrigerator Contents</p> <p>We will indemnify You up to a maximum of €650 by payment or, at our option, by replacement for loss or damage to food in your deep freeze & refrigerator caused by any of the following events.</p> <ol style="list-style-type: none"> (1) Rise or fall in the temperature. (2) Contamination by refrigeration fumes, resulting from: <ol style="list-style-type: none"> (i) accidental damage to the appliance, (ii) failure of the appliance due to its own defect, (iii) accidental failure of the public supply of electricity. | <ul style="list-style-type: none"> • due to any deliberate act by You or the Electricity Authority, • due to any consequence of strikes, labour or political disturbances. |
| <p>Household Removal</p> <p>Loss or damage to Contents whilst in the course of removal only by a professional furniture removal contractor from the Premises to your new permanent residence in the Republic of Ireland.</p> | <ul style="list-style-type: none"> • to property while in storage away from removal vehicle, • recoverable from any other source, • to glassware, china, pottery, porcelain, terracotta or other brittle articles unless they have been packed for removal by professional packers, • caused by scratching, abrading or denting. |
| <p>Liability as a tenant (if applicable)</p> <p>We will pay for all sums You become legally liable to pay as tenant, but not as owner, of the Premises following loss or damage</p> <ol style="list-style-type: none"> a) by any of the causes listed at Paragraphs (1) to (11) of the Premises Section b) to Fixed Glass and Sanitaryware c) to Service Pipes and Cables <p>The maximum amount We will pay is 20% of the Contents Sum insured in any one Period of Insurance.</p> | <ul style="list-style-type: none"> • while the Private House is Unfurnished • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage • as a result of redecoration. |
| <p>Loss of oil</p> <p>We will pay for loss of oil from a fixed domestic system or appliance following Accidental Damage to the heating installation.</p> | <ul style="list-style-type: none"> • while the Private House is Unfurnished • where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage. |
| <p>Paying Guests</p> <p>Permission is given for not more than 6 paying guests (at any one time) to be kept in the Private House.</p> | |
| <p>Reinstatement of Sum Insured after Loss</p> <p>The Sums Insured will not be reduced by the amount of any loss.</p> | |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 2: Additional Benefits

| What Your Policy Covers | Excluding Loss or Damage |
|--|--|
| <p>Shopping We will pay for loss or damage to food and other goods while You, or a member of your Household, are transporting them from the shop where bought to the Premises specified in the Schedule subject to a maximum amount of €320 any one loss.</p> | <ul style="list-style-type: none"> • by theft or attempted theft from any unattended vehicle unless; <ol style="list-style-type: none"> a) all windows, including sunroof, and doors are securely locked, b) the property is completely concealed within a closed compartment or locked boot. |
| <p>Temporary Removal of Property Loss of or damage to Contents by an insured cause while temporarily removed from your Private House but remaining in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.</p> <p>In the event of loss or damage the amount recoverable will be limited to 15% of the Sum Insured on Contents.</p> | <ul style="list-style-type: none"> • by Storm or Flood to property in transit or in the open, • by Accidental Damage, • to property otherwise insured, • to property removed for sale or exhibition or to furniture depositories, • by stealing or any attempt thereat other than <ol style="list-style-type: none"> (i) from any Bank, Safe Deposit or occupied house, (ii) from any building where You or any member of your Household is temporarily staying unless involving entry or exit by forcible or violent means, (iii) involving entry to or exit from a building by forcible or violent means, (iv) during removal to or from any Bank or Safe Deposit while in the custody of You or a member of your Household. |
| <p>Title Deeds The cost of preparing new title deeds to the Premises if they are lost or damaged while in the Private House or in your bank for safe-keeping. The maximum amount payable is €650.</p> | |
| <p>Visitors and Guests Property Loss or damage to the property of visitors and guests by an insured cause is included up to a limit of €1,300 any one loss.</p> | |
| <p>Wedding Gifts The Contents Sum Insured is automatically increased by 10% for a period of one month before and one month after the wedding day of You or a member of your Household.</p> | |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 2: Liability to Others

What Your Policy Covers

Liability to Domestic Employees

We will indemnify you against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in your employment in connection with the Premises. The amount payable in respect of any one event or series of events constituting one occurrence shall not exceed €3,175,000 inclusive of all legal fees and other expenses.

Liability To Others

We will indemnify You against all sums which You shall become legally liable to pay

- a) as occupier of the Premises,
- b) in a personal capacity within the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, Channel Islands or elsewhere in the world in the course of a visit not planned to last more than 60 consecutive days,

for

- (i) death, bodily injury or illness to any person other than
 - members of your Household
 - employees of You or of members of your Household,
- (ii) accidental damage to property other than property belonging to or under the control of
 - You
 - members of your Household
 - employees of You or of members of your Household

caused by

- You
- members of your Household (other than Domestic Employees)
- Domestic Employees in the course of their employment in connection with the Premises.

We will also indemnify, in like manner, members of your Household.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €3,175,000 inclusive of all legal fees and other expenses.

Excluding Liability in Respect of:

- any action for damage brought in a Court of Law outside the Republic of Ireland,
 - any agreement unless liability would have otherwise applied,
 - death, bodily injury or illness caused to other members of your Household.
- the ownership, possession or use of any mechanically propelled vehicle, PPT's, horse-drawn vehicle or craft. This does not apply to mechanically propelled lawnmowers being used at your Premises – PROVIDED that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts legislation,
 - the ownership, possession or use of any animal, but this exclusion does not apply to ponies, saddle horses, domestic cats and dogs (other than dangerous dogs, as specified in Regulations made under the Control of Dogs (Restriction of Certain Dogs) Regulations and/or any other amending acts, unless such dogs are, at all times, muzzled, under effective control, and capable of identification.),
 - the ownership of any land or building,
 - the occupation of any land or building other than;
 - (i) the Premises specified in the Schedule,
 - (ii) temporary holiday accommodation,
 - any profession, trade or business other than the provision of;
 - (i) a child minding facility at the Premises for not more than 2 children,
 - (ii) accommodation for paying guests as detailed and subject to the limit set out within this Policy or any amending Endorsement,
 - any wilful or malicious act,
 - the ownership, possession, use or discharge of any firearm other than firearms licensed for sporting activities,

(continued overleaf)

Section 2: Liability to Others

| What Your Policy Covers | Excluding Liability in Respect of: |
|---|---|
| | <ul style="list-style-type: none">• any contract which imposed on You liability which you would not otherwise have been under,• dangerous implements (e.g. chainsaws, blowtorches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the Premises as described in the Schedule,• or arising from work of a construction or reconstruction nature or structural alterations or demolition,• the transmission of any communicable disease by You or any member of your household. |
| <p>In the event of your death We will, in respect of liability incurred by You, indemnify your personal representatives in the terms of and subject to the limitations set out in this Policy, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.</p> | |

Section 3: All Risks Cover

N.B. This insurance only applies when All Risks Sum Insured is shown on the Schedule.

| What Your Policy Covers | Excluding Loss or Damage |
|--|---|
| <p>The Cover We will indemnify You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage caused to:</p> <p>(1) Any item specified in the Schedule up to a maximum of the Sum Insured shown against the item.</p> <p>(2) Jewellery, Photographic Equipment, Personal Effects, Clothing and Sports Equipment up to a maximum of the Unspecified All Risks Sum Insured shown on the Schedule (limit €2,540 any one item) including Personal Money up to a limit of €650 and Bicycles up to a limit of €320 in any one Period of Insurance.</p> | <ul style="list-style-type: none"> • to camping equipment, documents of any kind and household goods, • by stealing of any bicycle, (or of its tyres, accessories or fittings) left both unlocked and unattended away from the Premises, • to any bicycle while being used for racing or while used for hire or reward, • to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time, • by stealing or attempted stealing from any unattended vehicle unless; <ul style="list-style-type: none"> a) all windows, including sunroof, and doors are securely locked b) the property is completely concealed within a closed compartment or locked boot, • to sports equipment while in use, • caused by animals owned or in the care custody or control of You or members of your Household, • to pottery, porcelain, terracotta, glass or other brittle items other than by fire and stealing. |

We will deduct the amount of the Excess stated in the Schedule in respect of each loss OTHER THAN for Money, Clothing, Personal Effects, Sports Equipment and items specified in the Schedule.

Geographical Limits

The cover provided by this Section applies to insured property in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and for not more than 60 days in any one Period of Insurance while elsewhere in the world.

Sections 1, 2 & 3: Loss Settlement Basis

Premises

Any admitted claim will be settled on a new for old basis (without deduction for wear, tear or depreciation), provided:

- (i) the Premises have been maintained in good repair,
- (ii) repair or replacement is carried out without undue delay.

Otherwise, claims will be settled on an indemnity basis with an appropriate deduction for wear, tear and depreciation.

Contents and All Risks

Any admitted claim (excluding claims for household linen, wearing apparel, sporting equipment and bicycles) will be settled on a new for old basis as follows:

- (i) TOTAL LOSS or destruction will be settled without deduction for wear, tear or depreciation,
- (ii) PARTIAL LOSS will be settled by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new,
- (iii) ALL claims for household linen, wearing apparel, sporting equipment and bicycles will be settled on an indemnity basis i.e. deduction will be made for wear, tear and depreciation.

Subject otherwise to the terms and conditions of the Policy.

Limit of liability

In the event of a loss in respect of Premises, Contents and/or All Risks our maximum liability is limited to the Sums Insured stated in the Schedule or endorsed hereon.

We will deduct the amount of the Excess stated in the Schedule in respect of each loss, except where indicated within the Policy wording.

Section 4: Caravan / Mobile Home

N.B. This Section only applies when a Sum Insured for this cover is shown on the Schedule.

| What Your Policy Covers | Excluding Loss or Damage |
|---|---|
| <p>The Cover</p> <p>We will indemnify You by payment or, at our option, by replacement or repair for accidental loss or damage to;</p> <p>(1) the Caravan/Mobile Home, including its accessories, furnishings and utensils,</p> <p>(2) clothing and Personal Effects whilst in the Caravan/Mobile Home or whilst temporarily in the towing vehicle in the course of a journey.</p> <p>Including the reasonable costs incurred to protect and remove to suitable repairers and to deliver to your Premises following repair subject to a maximum amount payable of €320 in respect of any one loss.</p> | <ul style="list-style-type: none"> • to tyres, • if let for hire or reward or used as a permanent residence, • by stealing while unattended unless securely closed and locked, • caused by storm, unless secured at each corner by proprietary anchor screws and wire hawsers except when kept at the Premises specified in the Schedule, • of Money, stamp collections and documents of any kind, • to High Value items, • for the amount of the Excess stated in the Schedule in respect of each loss. |
| <p>Where Insured:</p> <ul style="list-style-type: none"> • Anywhere in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, and the Channel Islands, including transit between ports. • While temporarily within the Continent of Europe in the custody and control of the Insured for not more than 60 days in any one Period of Insurance. | |
| <p>Claims Settlement</p> <p>Our maximum liability for any admitted claim will not exceed the market value of the property at the time of its loss or damage, or the Sum Insured specified in the Schedule (whichever is the lesser).</p> <p>A proportionate adjustment will be made in the settlement of your claim if the Sum Insured at the time of the loss or damage is less than the value of all the property, which is the subject of this cover.</p> | |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 4: Caravan / Mobile Home

| What Your Policy Covers | Excluding Liability in Respect of |
|--|---|
| <p>Liability to Others</p> <p>We will indemnify You against all sums which You become legally liable to pay for damages in respect of;</p> <p>(1) Death, bodily injury or illness to any person excluding members of your Household or your employees,</p> <p>(2) Accidental damage to property which does not belong to, or is not under the control of, you or a member of your Household,</p> <p>arising out of the ownership or use of the Caravan/Mobile Home specified in the Schedule.</p> | <p>The Caravan/Mobile Home whilst it is:</p> <p>(a) attached to any vehicle,</p> <p>(b) let for hire or reward or used as a permanent residence,</p> <p>(c) being used other than for social, domestic and pleasure purposes.</p> |
| <p>The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €2,540,000 inclusive of all legal fees and other expenses.</p> | |

Section 4: Small Craft

N.B. This Section only applies when a Sum Insured for this cover is shown on the Schedule

Definition of small craft: Vessels not exceeding 17ft in length, with a maximum design speed not exceeding 17 knots and not more than 15 years old..

| What Your Policy Covers | Excluding Loss or Damage |
|---|---|
| <p>A. Loss or damage to your craft We will pay for loss or damage to the items noted in the schedule caused by</p> <ol style="list-style-type: none"> 1. Accidental damage. 2. Fire, lightning and explosion. 3. Theft or attempted theft, following forcible entry. 4. Negligence. <p>Loss settlement basis Our maximum liability is limited to the Sum Insured stated in the Schedule or endorsed hereon but subject also to Condition 5 listed hereunder if the loss or damage occurs whilst racing.</p> | <ul style="list-style-type: none"> • due to depreciation. • due to scratching, denting and bruising while the vessel is being transported. • to sails and protective covers split by the wind or blown away, unless in consequence of damage to the spars to which sails are bent, or caused by the vessel being stranded or in collision or contact with any external substance (ice included) other than water. • caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them. |
| <p>B. Liability to others We will pay for all sums which You become legally liable to pay, arising from the ownership or use of the insured craft, for</p> <ol style="list-style-type: none"> 1. Loss or damage to any other craft or Property 2. Death, bodily injury or illness to any person <p>We will also pay the legal costs and expenses incurred by the Insured in contesting liability or taking proceedings to limit liability, with our consent. We will also pay the costs for representation at any Coroner's inquest or fatal accident enquiry.</p> <p>We will also indemnify any person using the Craft with your permission.</p> <p>The amount payable in respect of any one event or series of events constituting one occurrence will not exceed €1,270,000 inclusive of all legal fees and other expenses.</p> | <p>Excluding liability in respect of:</p> <ul style="list-style-type: none"> • death, bodily injury or illness to any employee. • any compulsory insurance required under any Road Traffic Acts legislation. • any person engaged in water-skiing, aquaplaning or any other sport or activity while being towed by the vessel. • any punitive or exemplary damages however described. |

In addition to the general conditions detailed within this policy this section is also subject to the following CONDITIONS

1. The geographical limit of this section is inland and coastal waters of Ireland and the United Kingdom.
2. The insured craft is used solely for personal pleasure purposes only.
3. The insured craft is not left in the water during the period 1st November to 31st March.
4. The insured craft at no time engages in water-skiing or other sport or activity involving the craft towing items.
5. The indemnity provided to sails spars mast standing and running rigging whilst racing is 2/3rd the full replacement cost of these items. The calculation of the full replacement cost is based on 50% of the Insured value of the craft.
6. The Insured shall maintain the craft and all equipment in a proper state of repair and seaworthiness and shall, at all times, exercise due care and diligence in safeguarding them.

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 5: Emergency Home Assistance

Welcome to your emergency home assistance cover. This section is separate to your home insurance policy. It covers emergencies at the private dwelling and any attached garage used for domestic purposes but excludes outbuildings and unattached garages. An emergency is an unexpected or sudden event which damages your home or potentially could cause damage to your home and calls for immediate action to prevent damage or further loss or damage and to make the home safe and secure.

If you experience an emergency please call us on 01 613 3990. This benefit is available to you 24 hours a day, 365 days a year and is provided by MAPFRE ASSISTANCE Agency Ireland. We will provide assistance for a maximum of 4 callouts in any one period of insurance. Callouts are not recorded as claims against your policy; availing of this benefit will not affect your no claims discount.

Cover provided

We will cover the cost of the callout, labour and materials needed to carry out emergency repairs for the events set out below, up to a maximum of €300 for each incident. If the cost of the repairs goes above this amount, you are responsible for paying the difference. If the damage is covered by your policy and you make a claim, we will refund any amount you have paid (less your policy excess).

Please note that an emergency repair is a repair necessary to make your home safe and prevent damage or further loss or damage as a result of an unexpected or sudden incident that causes or potentially could cause damage to your home by the events set out below.

Please note: We will only cover the cost of repairs that have been authorised through our home emergency helpline.

Section 5: Emergency Home Assistance

| | What is Covered | What is not covered |
|---|--|---|
| 1 | Broken or damaged pipes, leaks from sanitary fixtures and fittings, radiators and fixed water installations in your home. Blockages in drains or toilet waste pipes. | <p>a.) The repair of damage caused by seepage, leaking or dampness even as a result of broken or damaged piping or other installation.</p> <p>b.) The repair of air-conditioning installations, electric showers, water-filtration units, hot tubs, Jacuzzis, drains and septic tanks outside your home.</p> <p>c.) Shared drainage facilities except within the boundary of your home.</p> |
| 2 | Failure of the electrical supply in your home as a result of a fault or damage to an electrical installation inside the home. | <p>a.) Repairs to lighting such as (but not limited to) bulbs or fluorescent tubes, free-standing lamps and home appliances.</p> <p>b.) Alarms or telephone systems.</p> |
| 3 | Theft or loss of keys, or accidental damage to external locks. | <p>a.) Inside doors or fittings.</p> <p>b.) Mechanical shutters or automatic garage doors.</p> |
| 4 | Broken glass in outside windows or doors which makes your home unsafe. | <p>a.) Outside doors not directly connected or leading to your home.</p> <p>b.) Incidences of broken glass where the property is still secure.</p> |
| 5 | Storm damage or any other accidental damage to the roof which makes your home unsafe. | Damage caused by wear and tear or gradual deterioration except within the boundary of your home. |
| 6 | The complete failure or breakdown of the heating and/or hot water supply provided by the primary heating system in the home. | Any primary heating system which has not been maintained in line with manufacturers' specifications. |

Note: For exclusions which apply to the whole of your Policy see General Exclusions – Page 33/34

Section 5: Emergency Home Assistance

Additional benefits

Once we have carried out an emergency repair we will also provide the following:

Alternative accommodation

If we deem your home uninhabitable, we will cover the cost of overnight accommodation for up to four people at an establishment of your choice. This benefit is subject to a maximum of €50 per person and an overall limit of €200 for any one incident.

Furniture Storage

If we deem your home uninhabitable and you need to remove household furniture for security reasons, we will provide seven days storage for your furniture and transport the items to and from the storage facility up to a distance of 50km from your home. This benefit is subject to a maximum of €200 for any one incident.

Urgent message relay

When an emergency happens in your home we can pass an urgent message to a family member in this country or abroad.

Emergency services

If you need the phone number of an emergency service, call 01 613 3990 and we will give you the phone number for the hospital, Garda/Police station, fire brigade or the number for whatever emergency service you need.

General conditions that apply to this section

1. You must keep your home in good repair.
2. You must replace any parts of your home which are failing or showing signs of wear and tear as soon as you can after you discover any problems.
3. You must quote your policy number when you phone for help and give identification if the operator, tradesperson or any other agent asks for it.
4. We will do our best to arrange a quick service and carry out repairs for all emergencies but we cannot guarantee that there will not be delays during times of severe weather conditions. Our ability to provide emergency repairs may be restricted during severe/dangerous weather events.

Please note the following general exclusions that apply to the Emergency Home Assistance section of this policy;

We will not cover the following.

1. Damage as a result of wear and tear.
2. Work that is not an emergency repair as described above.
3. Work that is not in your home as described above.
4. Work you have carried out without our permission.
5. An emergency that could have been avoided or that was deliberate and which was caused by you, a member of your household, your domestic employees or any other person living in the building.
6. Damage to your contents.
7. Liability or any loss caused by any act carried out to provide the emergency service.
8. More than four emergencies in any one period of insurance.
9. Issues within the home which existed prior to inception of this policy.

If you have a major emergency which may cause serious damage to your home or danger to you or anyone, you should contact the relevant authority or emergency services straightaway.

Section 5: Emergency Home Assistance

Disputes

If you are unhappy with a decision relating to this section of the policy you have the right to appeal. You must do this within 90 days of the disputed decision to allow us to investigate the matter. If you would like to appeal you can do this by:

1. Calling the MAPFRE ASSISTANCE Agency Ireland customer contact team at 091 560650.
2. Writing to:
Customer Care Department,
MAPFRE ASSISTANCE Agency Ireland,
22-26 Prospect Hill,
Galway
3. Emailing: customer.service@MAPFRE.com

Complaints

If you are unhappy with any service or contact you have with MAPFRE ASSISTANCE Agency Ireland, you can register your complaint in any of the following ways:

1. Calling the MAPFRE ASSISTANCE Agency Ireland customer contact team at 091 560650.
2. Writing to:
Customer Care Department,
MAPFRE ASSISTANCE Agency Ireland,
22-26 Prospect Hill,
Galway
3. Emailing: customer.service@MAPFRE.com

MAPFRE ASSISTANCE Agency Ireland will undertake to respond to you within five working days of receipt of your letter. If MAPFRE ASSISTANCE Agency Ireland have not replied to your complaint by then, MAPFRE ASSISTANCE Agency Ireland will send you an acknowledgement letter to keep you informed of progress. If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint, you may contact either:

Financial Services & Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

Tel: +353 1 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie

Following this procedure does not affect your legal rights.

MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland and MAPFRE WARRANTY is authorised by the Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda, in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in the Republic of Ireland under registration number 903874.

Terms and Conditions

Observance of Conditions

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 any liability of the Company.

Material Facts / Duty of Disclosure / Alteration of Risk

When arranging this insurance over the phone, by email, via our website or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or alternatively only part of your claim being paid to you.

Please note that any alteration clause in the policy or any clause which refers to an alteration of risk will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a material change will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact us.

Maintenance and Security

You must keep the Premises in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.

Fraud

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, all benefit is forfeit.

Canceling This Policy

You may cancel the Policy at any time by written notice to Us. We may cancel the Policy at any time by issuing a written notice to You at your last known address. If there has been no claim on the Policy We will return the premium for the unexpired Period of Insurance provided same has been paid.

If We cancel the Policy as a result of non-payment of a premium, or part thereof, We will cancel the Policy with effect from the last day the premium paid to Us entitled You to cover on.

If you cancel your policy within the first 14 working days of the period of insurance, no transaction charge will apply. However, if you cancel your policy after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy, at any stage, no transaction charge will apply.

More than one premises insured

The Premises and/or Contents thereof, situate where indicated on the Schedule, are insured as if each had been the subject of a separate policy.

Mortgagee Clause

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor (or Occupier of the Premises) whereby the risk of loss or damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

Sums Insured

You are responsible at all times for ensuring that the sums insured on the policy are adequate for your needs. We may adjust your sums insured at renewal of this policy to help you to maintain your sums insured at an adequate level. The size of these adjustments will be based on publicly available indices and other economic indicators. These adjustments may not be sufficient for your needs and You must review your sums insured on an on-going basis.

Terms and Conditions

Other Insurances

If at the time of any incident, which results in a claim under this Policy, there is any other insurance covering the same liability, loss or damage, We will pay only our rateable share.

Claims – Your Duties and Our Rights

What you must do

Tell Us IMMEDIATELY of any loss, damage or accident and give details of how the loss, damage or accident occurred. You will be required to produce, at your own expense, all necessary documents and information to support any loss and forward these to Us, together with a completed Claim Form, within 30 days of first notifying Us of the incident.

Do Not Proceed

You must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval.

Send Us

Any writ, summons, notice of prosecution or other legal document You receive must be sent to Us, unanswered, on receipt.

Do not negotiate

You, or any other person insured under this Policy, or anyone else acting on your behalf must not negotiate, admit or repudiate any claim without our written consent.

Tell the Gardai

You must advise the Gardai or Police about any incident of stealing, attempted stealing or vandalism, or loss, destruction, damage or injury by malicious person/s.

We are entitled to

Defend or settle legal action

Take over and conduct in your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.

Act to recover payment / Subrogation

Take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person indemnified by this Policy, to recover any payment We have made under this Policy.

Subrogation is the process whereby when you have the right to recoup damages and/or costs from another person, resulting from an incident which is covered under your policy, we, your insurer, are entitled to recover such amounts from the other person(s).

In the event that the other person involved in the incident is a family member or cohabitant, or someone who caused an insured incident when using your motor vehicle with your consent, you may have decided not to recoup any resulting damages and/or costs. In such situations we:

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

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

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

Co-operation from you

Receive all necessary assistance from You or any other person indemnified by this Policy.

Terms and Conditions

Salvage

Enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

Replacement or Repair

Arrange replacement or repair through one of our approved providers, or alternatively will authorise replacement or repair arranged by You.

Phased Claim Payments

We reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed. Once We agree the work to be undertaken and the estimated cost of that work We will release a portion of the payment to enable you to commence the repair or reinstatement work. We will release subsequent payment(s) to You once We have obtained final invoices/receipts from You and We are satisfied that the work has been completed and the repair costs have been incurred, as agreed with you.

Disagreement over a claim

If a dispute arising out of this policy cannot be settled between us you will refer the dispute to the Financial Services & Pensions Ombudsman – please refer to the Important Information section of this policy for contact details. If the Financial Services & Pensions Ombudsman is unable to investigate the dispute it shall be referred to an Arbitrator in accordance with the law at the time. The Arbitrator will be jointly agreed by you and us. The making of an award shall be a condition precedent to any right of action against us. Differences not referred to arbitration within 12 calendar months from the date on which the Financial Services & Pensions Ombudsman confirmed that they were unable to investigate the dispute will be deemed to have been abandoned.

General Exclusions

War and terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

- (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 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.

This insurance 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 the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

Cyber risk

This insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- (i) the loss of, alteration of or damage to or
- (ii) a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

We shall not be liable for

Radioactive Contamination

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or,
- b) 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.

Sonic Boom

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

Confiscation

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

Consequential Loss

Consequential loss or damage of any kind except as set out in this Policy.

Fees

Fees incurred in the preparation of any claim.

Sets and Matching Items

Any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part or parts that have been lost or damaged.

General Exclusions

Wear, Tear and as undernoted

- Wear, tear, rust or corrosion.
- Gradual deterioration or any gradually operating cause.
- The cost of maintenance.
- Mildew, rising damp, dry/wet rot, moth, vermin, insects, pests, atmospheric or climatic conditions.
- Damage caused by any process of cleaning, dyeing, repairing or restoring any article.
- Mechanical, electrical or electronic defects, breakdown or malfunction.

Business, Trade or Professional Purposes

This Policy does not provide cover for any property held in connection with any business, trade or professional purpose other than Home Office equipment as referred to within the Definition of Contents.

Sulphides and/or mica

Any loss, damage, cost, expense or liability of any nature directly or indirectly caused by, resulting from or in connection with the presence or the alleged presence of mica and/or any sulphides including but not limited to pyrite and/or their derivative.

Endorsements

(operative only if indicated on the schedule)

E01 – Security Precautions 1

It is a condition of your Policy that:

- a. All external doors are fitted with mortice deadlocks or deadlocking rim latches.
- b. All French windows and/or patio doors are fitted with appropriate security locks.
- c. All ground floor and other accessible opening windows are fitted with window locks.

E02 – Security Precautions 2

Where a burglar alarm is installed as our requirement You hereby agree to maintain the installation in accordance with the suppliers recommendations and to have the alarm switched on and in service on all practical occasions.

E03 – Special Security Precautions for Jewellery

It is a condition of your Policy that all items of jewellery valued in excess of €9,524 are kept in a locked safe when not in the personal custody of an adult.

E04 – Single High Value Item Limit

The High Value item limit of 10%, included within the Contents definition, is deleted for items listed on the Schedule and is replaced by the monetary amount shown against each item.

E05 – Total High Value Limit

The High Value total of 50%, included within the Contents definition, is deleted and replaced by the monetary amount shown on the Schedule.

E06 – Paying Guests

Your Policy automatically allows for the provision of accommodation for 6 paying guests. This is increased to 12 paying guests.

E07 – Premises Let to Tenants

The Premises is let to tenant(s) in the number of units shown on the Schedule.

Unless contained in a portion of the Premises occupied by You, no cover is provided for Money or High Value items. In settling claims for all items of Contents due allowance will be made for wear, tear and depreciation. The Exclusion regarding profession, trade or business referred to under Liability to Others does not apply to your business as Lessor of the Premises specified in the Schedule. The exclusion of accidental

damage to any part of the private house, or to the contents of any part of the private house, which is lent, let, sublet or accommodating paying guests does not apply if accidental damage cover is selected and displayed on the schedule.

E08 – Premises used partly for Business Purposes, other than a Home Office

The premises is partly occupied in connection with your business as disclosed to Us.

Within that portion of the Premises no cover is provided for Money or any High Value item 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 otherwise specified in this Policy.

The Exclusion regarding “profession, trade or business” referred to under Liability to Others does not apply to your business as disclosed but, We 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.

E09 – Holiday Home

The Premises is occupied as a holiday home.

- (1) Whenever You are not in residence, Contents will exclude Money and High Value Items.
 - (2) When the holiday home is unoccupied for over 30 consecutive days, it must be inspected both internally and externally at least once every 30 days thereafter by You or a person authorised by You.
 - (3) Between the 1st of October and the 31st of March (inclusive) either (A) or (B) applies:
 - (A) If the house is vacant for up to 48 hours:
 - (i) The water supply must be turned off at the mains and the entire cold water system must be drained down
- OR

Endorsements

(operative only if indicated on the schedule)

- (ii) The holiday home must maintain a minimum constant temperature of 5 degrees Celsius or 41 degrees Fahrenheit.
- (B) If the house is vacant for more than 48 hours:
 - (i) The water supply must be turned off at the mains and the entire cold water system must be drained down
- OR
- (ii) The holiday home must have a fully operational thermostatically controlled central heating system that is set to maintain a minimum constant temperature of 5 degrees Celsius or 41 degrees Fahrenheit throughout the holiday home (including the attic).

E10 – Non-standard Construction

It is hereby noted that the Private House is constructed of the materials disclosed to Us and not as defined at Premises.

E11 – Satellite Dishes, Television/Radio Aerials and Masts

The reference to “30 feet in height” is substituted by the number of feet shown on the Schedule. The monetary amount referred to remains unchanged.

E12 – Home Office Equipment

The amount of e3,810 included within the Contents definition is increased to the amount stated on the Schedule.

E13 – Restriction and/or exclusion of Certain Covers

Your Policy restricts and/or excludes cover as detailed on the Schedule.

E14 – Fire Cover Only

The insurance provided by your Policy is hereby limited to – “Fire, Explosion, Lightning, Earthquake”. No other insurance is provided by your Policy.

E15 – Fire & homeowners liability

The insurance provided by your Policy is hereby limited to – “Fire, Explosion, Lightning, Earthquake and Thunderbolt” and the insurance provided under the heading “Liability to Others as Owner of the Premises” as described under the Premises Section. No other insurance is provided by the Policy.

E16 – glass breakage

We will pay the cost of replacing:

- a. fixed glass (including double glazing) in windows, doors, fanlights and skylights
 - b. fixed sanitary fixtures
- following accidental damage, provided that the Private House is not Unfurnished nor has it been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

E18 – Settings

It is a condition of All Risks cover that the settings of any item of jewellery valued in excess of €9,524 be checked by a jeweller at least once every two years.

E20 – home office

The cover afforded by this Policy is extended to include the use of the Premises for office purposes by you or your spouse. Provided always that the Premises are not used for the storage of any goods for business purposes or the employment of any person under a contract of service or apprenticeship other than one temporary clerical employee.

Home Office Equipment

Cover extends to include office equipment (including personal computers, printers, facsimile, telephone answering machines, telex and the like) whilst in your Premises.

The amount payable in respect of home office equipment under this endorsement shall not exceed 15% of the Sum Insured under the Contents Section (limit €3,175 any one item).

Subject otherwise to the Terms, Conditions and Exceptions of the Policy.

Safety Precautions

Fire Prevention

Electrical Appliances

Electrical sockets should not be overloaded. The ideal is one appliance, one socket.

Replace worn flexes immediately and unplug all appliances when not in use.

Heating Appliances

Keep heaters away from furniture, curtains and bedclothes.

Never move or refuel an oil or gas heater while it is lighting.

Open Fires

Never leave a room without putting a spark guard in front of the fire.

Have your chimney swept regularly – at least twice a year.

Cooking

Keep all electrical flexes off cooker rings or hobs. Be especially careful with chip pans, they should never be left unattended on a lighted cooker.

Smoke Alarm

You should install at least one smoke alarm in your house.

At Night

Unplug all electrical appliances – especially the TV set. Close doors to all rooms as this will assist in containing fire and smoke should a fire break out.

Water Damage

Every year severe winter conditions cause pipes to freeze and burst. The ensuing water damage to your house and contents can be quite substantial. We urge you to take precautions to help reduce, or prevent, loss or damage of this nature in the winter months:

All pipes and tanks should be fully lagged. Leave the underside of attic tanks unlagged to ensure rising warmth can reach them.

Inspect your cold water tank for rust/corrosion.

In Winter

Most damage tends to occur while people are away from home. If you are away for a few days, unless your heating is being left on:

Turn off the water supply at the mains and drain your domestic hot/cold water system by letting the taps run.

NB. When you return home do not light your boiler until the system is completely filled. Refill slowly to avoid airlocks.

Burglary Prevention

While your insurance covers the financial loss you suffer as a result of a break-in, nothing can protect you from the emotional trauma and shock suffered when a stranger ransacks your home and rummages through your belongings. However, there is a lot you can do to help prevent it happening in the first place.

All External Doors

Fit five-lever mortice deadlocks (or their equivalent) to all external doors and you should lock these doors even if you are out for just a short time.

All Accessible Windows

A large number of break-ins occur through windows. Fit security locks to all accessible windows, i.e. those on the ground floor or near drainpipes or flat roofs.

Going out at Night

When you go out for the evening, it's a good idea to draw the curtains and leave a light on in the living room or a bedroom. Leaving the hall light on is not a good deterrent. Keep your garage/garden shed locked. Do not leave garden implements, especially ladders, lying around. They could help a thief gain access to your home.

Going on Holiday

When you go away on holiday, cancel all deliveries, i.e. milk, newspapers etc. Give a key to a trusted neighbour and ask him or her to keep an eye on the house and to remove mail from the letterbox or hall. Inform your local Garda station that you will be away.

Making a Claim

If You have any queries or if You need any advice in making a claim just contact Us on our claims helpline number 01-6133990 which is open 9am to 5pm Monday to Friday.

When You are making a claim please note the following points:

Complete and return a claim form. Estimates should be submitted with your claim. Once the estimate has been agreed you can proceed with repairs/redecoration.

If property has been stolen or maliciously damaged, or if you lose a valuable item, you should inform the Gardai or Police as soon as possible. You will receive the Garda report form with your claim form.

When necessary – in the case of broken windows or burst pipes for example – you should have emergency repairs carried out immediately to prevent possible further damage to your property.

If the claim includes injury to someone else or damage to their property, you should send written details to us as soon as possible. It is vital that we deal with such claims on your behalf. Any letters or documents you receive should be sent unanswered to us without delay.

Where we need to discuss your claim you will be contacted as soon as possible to make an appointment.

If you have any queries or if you need any advice in making your claim just contact us and we will be happy to help you.

Consumer Information

Your insurer. The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, D04Y6Y6, Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, and email: info@allianz.ie.

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

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

How we charge. The charge for our services is the premium (including applicable government levy and/or premium taxes). This premium and any optional covers are separately specified in your Schedule/Renewal notice.

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

Language. Your policy and all communications with You or by You to Us will be in English.

Permanent tsb Remuneration Disclosure Summary. Permanent TSB is a Single Agency Intermediary of Allianz p.l.c. for Home Insurance and are remunerated for our services as an intermediary by the receipt of commission and other payments from Allianz p.l.c.

Commission Payments and Profit Share. Permanent TSB distributes Home & Contents, Buildings Only and Contents Only insurance on behalf of Allianz p.l.c and receive Initial and Renewal commission of up to 22%. Initial Commission is the commission paid when a customer first purchases an insurance product and it is expressed as a percentage of the premium paid. Renewal commission is an annual commission payment that is expressed as a percentage of the premiums received in future years. Permanent TSB receives a 25% share of profit generated from the business introduced to Allianz from Permanent TSB. The clawback of Allianz commission is calculated on a pro rata basis.

Other Payments. Permanent TSB also receives €40,000 per annum to support educational and training Events, as well as to support marketing activity.

Conflicts of Interest. No payment or benefit can be accepted from a product producer if it would cause us to act contrary to your best interests. In addition, we will only accept non-monetary benefits from a product producer where that benefit is not related to an individual sale and where it helps us to improve the quality of the service which we provide to our customers.

Right Of Withdrawal. You have the right to withdraw from this policy, provided you have not made a claim, within 14 working days of the latest of:
(1) the starting date of cover, or
(2) the date on which you receive the full terms and conditions of your Policy.
Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you the premium you have paid

Governing law. You and We may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless We agree with You otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

Policy Alterations, Additional and Return Premiums. Where your policy is altered during any Period of Insurance, We will re-calculate your premium. This may result in an additional premium due to Us, or a return premium due to You. A premium transaction charge may be applied to all such alterations as detailed in your schedule.

Where applicable, the premium transaction charge will be added to any additional premium due to Us, or deducted from any return premium due to You. We will only charge or refund a premium provided the amount is greater than or equal to the amount detailed in your Schedule. Where applicable a government levy applies to all premium calculations.

Consumer Information

Alteration to terms and conditions. In the event of a claim we may advise You, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

Compensation. Please note that in the event of Allianz being unable to pay a claim, You may be entitled to compensation from the Insurance Compensation Fund in Ireland.

Complaints. We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details:

Chief Customer Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04Y6Y6,
Tel: +353 1 6133000, email: info@allianz.ie.

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2, D02 VH29
Tel: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

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

24 Hour Emergency Helpline
0818 837 418
or +353 1 613 3990

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

Fraud & Financial Crime

Learn how to keep your money safe and sound.
Just visit permanenttsb.ie/fraudandfinancialcrime for more information.

24 Hour Emergency Helpline

0818 837 418

or +353 1 613 3990

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

Fraud & Financial Crime

Learn how to keep your money safe and sound.

Just visit permanenttsb.ie/fraudandfinancialcrime for more information.

A Home Helpline service is available 24 hours a day, 365 days a year. This service is provided by Allianz p.l.c. For further details please see page 29 of this policy booklet.

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



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