Household Insurance
Policy Document



AmTrust International Underwriters
An AmTrust Financial Company

Underwritten by:

AmTrust International Underwriters DAC
6-8 College Green
Dublin 2.
D02 VP48

Telephone: +353 (0) 01775 2900
Web: www.amtrustinternational.com

Correspondence details:

Halligan Insurances
William Norton House,
575 North Circular Road,
Dublin 1.
Telephone: 01 8797100
Email: info@halligan.ie
Web: www.halligan.ie

Contents of the Policy

Notices ..... p. no 5

Definitions ..... p. no 6

Section A: Buildings ..... p. no 9

Section B: Contents ..... p. no 17

Section C: 'All Risks' ..... p. no 26

Section D: Pedal cycles ..... p. no 28

Section E: Caravans ..... p. no 29

Section F: Liability to Third Parties ..... p. no 31

Section G: Identity Theft ..... p. no 32

Section H: Disaster mortgage and disaster cash cover ..... p. no 35

Policy Conditions ..... p. no 37

Policy Exclusions ..... p. no 39

Operative Endorsements ..... p. no 40

Complaints Procedure ..... p. no 44

Privacy and Data Protection Notice ..... p. no 45

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 premises 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 premises 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 are made up of:
The private dwelling (which includes garages with direct access from the private dwelling) 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, 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.

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 **premises** 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 out 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 dwelling 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 AmTrust International Underwriters DAC who are regulated by the Central Bank of Ireland. Company Registration No. 169384

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.

Premises
The address which is named on the schedule.

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 unlawful, violent act.

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 Valuables
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**.

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**.
Halligan Life & Pensions Ltd. t/a Halligan Insurances, Good Insurance is regulated by the Central Bank of Ireland. Company No. 120399. Firms reference number C1444. Registered office: William Norton House, 575 North Circular Road, Dublin 1.

You, your, the Insured
The person or people shown in the Schedule as 'the insured'.

Section A – Buildings

This Section covers the **buildings** 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 cover 4 (unless otherwise indicated on the Policy Schedule).

The Cover (What is insured)	Exclusions (What is not insured)
The **buildings** are insured against loss or damage directly caused by:	
1a. Fire or smoke.	To properties built 100 years ago or more unless rewired in the last thirty (30) years by a certified electrician. Smoke damage caused by: anything that happens gradually, industrial or agricultural operation or process.
1b. Lightning, explosion, earthquake or subterranean fire.	
2. Impact with the **buildings** by aircraft, other aerial devices, or articles falling from them, by road or rail vehicles, or by animals.	Loss or damage caused by any vehicle or animal belonging to or under the control of **you** or any permanent member of **your household**.
3. Storm or flood.	To properties that have incurred flood damage in the past ten (10) years. To properties where incorrect information has been given in relation to flood history. Damage caused by frost, **subsidence**, **ground heave** or **landslip**. To properties built 100 years ago or more unless reroofed by a certified roofing contractor in the last fifty (50) years. Damage to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age. Damage to gates, fences or hedges.

The Cover (What is insured)	Exclusions (What is not insured)
4. **Subsidence**, **ground heave** or **landslip** of the site on which the **buildings** stand.	The first €1,000 of each **incident** of damage or loss unless otherwise indicated on the Policy Schedule. To properties that have incurred **subsidence** damage in the past. To properties where incorrect information has been given in relation to **subsidence** history. 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 by the same cause. Damage whilst the **buildings** are undergoing any extensions, structural alterations, structural repairs or demolition. Damage due to coastal or riverbank erosion. Damage resulting from faulty workmanship, or the use of defective materials. Damage caused by **settlement** of the **buildings**.
5. Escape or overflow of water from any washing machine, dishwasher, fixed fish tank, freezer or refrigerator or fixed domestic water or heating installation. Damage to any fixed domestic water or heating installation in the private dwelling caused by freezing or forcible or violent bursting.	The first €500 of each **incident** of damage or loss unless otherwise indicated on the Policy Schedule. To properties built 100 years ago or more unless re- plumbed by a certified plumber in the last 30 (thirty) years. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days. Loss or damage due to **wear and tear** or gradual deterioration.

The Cover (What is insured)	Exclusions (What is not insured)
6. Escape or overflow of oil from any domestic fixed fuel tanks or heating installation.	To properties built 100 years ago or more unless re- plumbed by a certified plumber in the last thirty (30) years. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days. Loss or damage due to **wear and tear** or gradual deterioration.
7. Stealing or attempted stealing.	Where incorrect alarm and security information has been provided. 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. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days.
8a. Vandals and acts of malicious persons.	The first €500 of each **incident** of damage or loss unless otherwise indicated on the Policy Schedule. Damage to boundary walls, hedges, tennis courts, gates, fences, terraces, footpaths, lawns, trees, shrubs and plants. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days. Loss or damage caused by someone lawfully on the **premises**. Any damage not reported within fourteen (14) days.
8b. Riot or civil commotion, labour or political disturbance.	Loss or damage caused by someone lawfully on the **premises**.
9. Falling radio and television aerials, satellite dishes, aerial fittings or masts not exceeding thirty (30) feet in height. Falling trees, branches, lamp-posts or telegraph poles.	Loss or damage to the fitments. Damage to walls, gates, fences or hedges. Damage arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.
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**.	Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days.

The Cover (What is insured)	Exclusions (What is not insured)
11. The cost of repairing **accidental damage** to domestic fuel oil pipes, underground electricity and telephone cables or underground services, supplying **your premises** for which **you** are legally responsible.	
12. **Accidental damage** to cables or underground services for which **you** are legally responsible, supplying **your premises**.	
13. If the **building**s 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. The work of reinstatement must be done without delay.	
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**.	Any expense incurred in the preparation of a claim or estimate of loss. Costs in respect of undamaged parts of the **buildings** (except the foundation of the damaged parts).
15. Door Locks Replacement 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 **premises** or following an assault on **you** or a member of **your household**. The maximum **we** will pay is €750 for any one claim.	
16. Fire Brigade Charges 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. The maximum **we** will pay is €3,000 for any one claim.	

The Cover (What is insured)	Exclusions (What is not insured)
17. Trace & Access 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.	The maximum amount payable is €1,000 in any one **period of insurance**. Loss or damage to the component or appliance from which the water or oil escapes. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days.
18. Legal Fees The **insurer** will pay the legal fees, which **you** would have to pay to repossess the **premises** following occupation by squatters.	The maximum amount payable is €13,000 in any one **period of insurance**. Fees incurred without the **insurers** permission.

Accidental Damage

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

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)
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: accidental death, illness or **bodily injury** to any person, damage to property, arising from the ownership of the **buildings** and its land.	Liability arising directly or indirectly from: **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. Liability for: 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**. pollution or contamination occurring unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

Conditions applicable to section A

Reinstatement condition

In the event of loss or damage to the **building**s, 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 37. 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 annually, and at the minimum, in line with the House Building Cost Index or a suitable alternative index. **Your** annual renewal notice will show the updated sum insured, together with the renewal premium. 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 dwelling 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:

- €600 in respect of property in the open but situated within the boundaries of the property.
- €750 in respect of **money** and €3,000 in respect of **credit cards** or negotiable documents.
- €750 in respect of title deeds, registered bonds, and other personal documents.
- Limited to €2,500 or 5% of the sum insured (whichever is the greatest) for any one item in respect of **high value items**. The total value of all **high value items** shall not be taken to exceed 20% of the sum insured under the Contents section.
- 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.
- The maximum amount payable in respect of visitors (not **paying guests**) **personal effects** not otherwise insured is €1,000 for any one claim.
- 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 for any one claim.

The Cover (What is insured)	Exclusions (What is not insured)
The **contents** are insured against loss or damage directly caused by:	
1a. Fire.	To properties built 100 years ago or more unless rewired in the last thirty (30) years by a certified electrician. Smoke damage caused by: Anything that happens gradually, Industrial or agricultural operations.
1b. Smoke, lightning, explosion or earthquake.	
2. Storm or flood.	To properties that have incurred flood damage in the past ten (10) years. To properties where incorrect information has been given in relation to flood history. To properties built 100 years ago or more unless reroofed by a certified roofing contractor in the last fifty (50) years. Loss or damage caused by frost.

The Cover (What is insured)	Exclusions (What is not insured)
3. Impact by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Damage caused by any vehicle or animal belonging to or under the control of **you** or any permanent member of **your household**.
4. Escape or overflow of water from any fixed water tanks, apparatus or pipes, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.	The first €500 of each **incident** of damage or loss unless otherwise indicated on the Policy Schedule. To properties built 100 years ago or more unless re- plumbed by a certified plumber in the last 30 (thirty) years. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days. Loss or damage caused by **wear and tear** or deterioration.
5. Escape or overflow of oil from any domestic fixed fuel tanks or heating installations.	To properties built 100 years ago or more unless re- plumbed by a certified plumber in the last thirty (30) years. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days. Loss or damage caused by **wear and tear** or deterioration.
6. Stealing or attempted stealing.	Where incorrect alarm and security information has been provided. 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. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days.
7a. Vandals and acts of malicious persons.	The first €500 of each **incident** of damage or loss unless otherwise indicated on the Policy Schedule. Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days. Loss or damage caused by someone lawfully on the **premises**.
7b. Riot or civil commotion, labour and political disturbance.	

The Cover (What is insured)	Exclusions (What is not insured)
8. **Subsidence**, **ground heave** or **landslip** of the site upon which the **buildings** stand.	The first €1,000 of each **incident** of damage or loss unless otherwise indicated on the Policy Schedule. To properties that have incurred **subsidence** damage in the past. To properties where incorrect information has been given in relation to **subsidence** history. Loss or damage whilst the **buildings** are undergoing any structural alterations or repairs, demolition or extensions. Damage due to coastal or riverbank erosion. Damage resulting from faulty workmanship or use of defective materials. Damage caused by **settlement** of the **buildings**.
9. Falling trees, branches, lamp-posts or telegraph poles. Falling radio and television aerials, not exceeding thirty (30) feet, aerial fittings, masts or satellite dishes.	Loss or damage caused through lopping and/or felling. Loss or damage to the fitments.
10. The **contents** if and in so far as these are not otherwise insured whilst temporarily removed from the **buildings** are insured: a) Against loss or damage caused by any of the causes insured under this section whilst in any occupied private dwelling. The maximum amount **we** will pay is 15% of the sum insured under the Contents section.	**Contents** outside the **territorial limits**, currency, bank notes, **credit cards** or negotiable documents. Loss or damage unless force is used to gain entry to or exit from a building. Property removed for sale or exhibition or storage to a furniture depository or warehouse.
11. The value of oil lost following **accidental damage** to domestic water or heating installation by any external cause. The maximum **we** will pay is €500 for any one claim.	Loss or damage caused after the **buildings** are left **unfurnished** or **unoccupied** for more than thirty (30) consecutive days.
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.	

The Cover (What is insured)	Exclusions (What is not insured)
13. If the private dwelling is made uninhabitable by damage from any cause insured by this section the **insurer** will pay for: • the extra cost of comparable alternative accommodation if **you** occupy the private dwelling; • the cost of temporary storage of furniture; • the extra cost of temporary accommodation for domestic pets. but only during the period necessary to reinstate the **buildings** to a habitable condition. The work of reinstatement or repair must be done without delay. The maximum the **insurer** will pay under this cover is 15% of the sum insured by this section.	
14. **Your** legal liability as a tenant arising from any cause insured under covers 1 to 13 of Section B. The maximum **we** will pay under this cover is 15% of the sum insured by this section.	Any liability: arising from **subsidence**, **landslip** or **ground heave**; 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.
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.	
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 private dwelling or while lodged with a Building Society, solicitor or bank for safe keeping. The maximum **we** will pay is €750 for any one claim.	
17. Loss, damage or destruction to food in **your** freezer caused by a rise or fall in temperature. The maximum the **insurer** will pay under this cover is €1,300 for any one claim.	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. Gradual deterioration by any cause other than a rise or fall in temperature. Loss or damage if the freezer is more than ten (10) years old.
18. Costs necessarily incurred for each **occurrence** giving rise to a claim for replacing locks to external doors, windows, safes and alarms of the private dwelling following theft of the keys and which form the subject of a valid claim under cover 6 of this section.	

The Cover (What is insured)	Exclusions (What is not insured)
19. Fatal injury to **you** or **your** spouse/partner or both as a result of fire, burglary or assault in the **buildings** provided that: • death ensues within three (3) months of such injury; **our** liability shall be €3,500 for each person insured.	
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.	Loss or damage which **you** or **your household** are covered for under another contract of insurance.
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.	Loss or damage which **you** or **your household** are covered for under another contract of insurance.
22. The **insurer** will pay a benefit of €25 per day or any part thereof, should **your household** 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**.	The maximum amount payable is €500 in any one (1) **period of insurance**.

Accidental Damage

The Cover (What is insured)	Exclusions (What is not insured)
The **contents** are insured whilst in the private dwelling against any **accidental damage**.	The first €200 of each **incident** of damage unless otherwise indicated on the Policy Schedule. Damage to clothing, furs, contact lenses, plants, food or drink. Damage caused by scratching, chewing, tearing or fouling by animals. Damage while any part of the **premises** 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 **premises** 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 cover 1-21 of this section.

Occupiers and Personal Liability

This subsection is only applicable if Contents Cover is included.

Definitions applicable to this subsection: 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)
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: a) accidental death, illness or **bodily injury** to any person; b) damage to property arising; i. from the occupation (not ownership) of the **premises** 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.	Liability arising directly or indirectly from: **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 premises** of: 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.
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: a) accidental **bodily injury**, death, disease or illness for any **domestic employee** employed by **you** and **your household**.	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.

The Cover (What is insured)	Exclusions (What is not insured)
	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, mobile phones, IPad's 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 annually, and at the minimum, 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)	Exclusions (What is not 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, mobile phones, binoculars, golf clubs and 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 and any one article is limited to €1,300; b) €500 single item limit for mobile phones; c) €1,000 single item limit for golf clubs and sporting equipment.	The first €200 of each and every claim unless otherwise indicated on the Policy Schedule. 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. Loss of jewellery from baggage outside the **territorial limits** unless carried by hand under **your** personal supervision. Goods left in unattended motor vehicles except contained in a locked luggage boot or covered luggage compartment of a private motor vehicle. Electrical or mechanical breakdown

The Cover (What is insured)	Exclusions (What is not insured)
2. Specified valuables & other items. 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**.	The first €200 of each and every claim unless otherwise indicated on the Policy Schedule. Loss or damage listed under exclusions in Section 1 on the previous page.
3. Money and Credit Cards Accidental loss of **money**, belonging to **you** or a member of **your household**, anywhere in the world, up to €750 for any one claim. Financial loss following misuse of **credit cards** belonging to **you** or a member of **your household**, up to €3,000 for any one claim. Special Condition: **You** must report the loss of any **credit card** to the issuing company and to the Gardaí as soon as practically possible and complied with all other conditions of **your** bank card(s) provider regarding loss and/or cancellation.	The first €200 of each and every claim unless otherwise indicated on the Policy Schedule. Shortages caused by error or omission. Depreciation in value. Losses not reported to the Gardaí within seven (7) days of discovery. Confiscation or detention by customs or other officials. Unauthorised use by a member of **your household**. Liability following breach of the terms and conditions of use.
4. **ATM** Assault Medical Expenses 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. Special Condition: **You** must report the assault to the Gardaí or the police as soon as practically possible	The **insurer** will not cover costs or payments recoverable from any party, under the terms of any other insurance.

Index linking – All Risks

The sum insured in the Schedule will be adjusted annually, and at the minimum, 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 D – Pedal cycles

The Cover (What is insured)	Exclusions (What is not insured)
Pedal cycles including fitted accessories against: Loss or damage by theft or any attempted theft. **Accidental damage** while the said cycle(s) is used by **you**, or any member of **your household**. 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**. The maximum the **insurer** will pay for any one (1) pedal cycle is limited to the sum insured stated in the Policy Schedule.	The **excess** indicated on the Policy Schedule. **Wear and tear**, electrical or mechanical breakdown or derangement. 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. Motor assisted cycles. Mobility scooters. 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 secured to a fixed structure. Any loss or damage whilst the cycle(s) is being used for racing, pace-making, speed testing or for hire.

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)
1. Loss of or damage to the caravan within the **territorial limits** 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: a) protection and removal to the nearest suitable repairers; b) delivery to **your premises** or to the caravan's permanent site within the Republicof Ireland. 3. Loss of Use 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 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.	The first €200 of each and every claim unless otherwise indicated on the Policy Schedule. Loss or damage while the **caravan** is on a site away from **your premises** 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. Loss or damage while the caravan is being used in any motor sport. Loss or damage while the caravan is used as a permanent residence. Loss or damage occurring while the **caravan** is let out on hire. Loss or damage caused by Storm to the tent of a trailer tent or any awning. Loss or damage caused by seepage of water into the caravan through seams or seals. Loss or damage caused deliberately by any of **your household** or any person having use of the **caravan**. Damage to tyres by application of brakes or by road punctures, cuts or bursts. 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. The costs of repairing mechanical, electrical, electronic or computer failures or breakdowns or breakages.

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. If the caravan is lost or damaged beyond economical repair:
   i. 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;
   ii. otherwise than in i) the **insurer** will pay the market value.

3. 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)
You are insured for any amounts which any member of **your household** become legally liable to pay in respect of:	The **insurer** will not pay for liability directly or indirectly arising from:
Accidental **bodily injury**, death, disease or illness of any person.	Injury, death, disease or illness of any member of **your household**.
Accidental loss of or damage to property; arising out of the ownership, possession or use of the caravan.	Loss of or damage to property owned, occupied or in the custody of any member of **your household**.
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.	A caravan that is used as a permanent dwelling or on hire. Towing during hire. An agreement unless the liability would have existed without the agreement.
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.	Injury, death, disease, illness or damage arising from **your** profession or business. Injury, death, disease, illness or damage arising from any mechanically propelled vehicle by which the **caravan** is being towed or transported.
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.	Injury to any person in **your** employment.

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)
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. 2. Costs for registered mail to Gardaí, credit reference agencies, financial institutions or similar credit grantors. 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.	• Loss arising out of business activity of any insured person. Lost wages remuneration excludes business interruption or future earnings of a self-employed professional. • 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)
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 **we** can 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;

- send copies of any demand, notices, summonses, complaints, or legal papers received in connection with a covered loss;
- take all reasonable and prudent action to prevent further damage to **your** identity;
- 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 covers 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 Section H

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 premises** 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.

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

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 latter. 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 **premises**; 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** 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 this insurance contract:

a) **insurers** are not liable to pay the claim; and
b) **insurers** may recover from **you**, any sums paid to **you** in respect of the claim; and
c) **insurers** may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **insurers** exercise their right under clause (4.c) above:

a) **insurers** shall not be liable to **you** in respect of a relevant insured incident occurring after the time of the fraudulent act. A relevant insured incident is whatever gives rise to **insurers** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
b) **insurers** need not return any of the premiums paid.

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 – Please contact Halligan Insurances on 01 8797100, Monday to Friday, 9am to 5pm (excluding public and bank holidays).

   Emergency Claims Helpline Number: 01-693 1020 – This is an out of hours' number only and will operate after 5pm until 9am the next day from Monday to Friday. A 24-hour service will operate on Saturdays and Sundays, and on any public and bank holidays.

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

a) notify Halligan Insurances as soon as practically possible giving full details of what has happened;
b) provide Halligan Insurances 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 or the police 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 Insurances 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 insurers 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. 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.

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, tread, 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.

ELECTRONIC DATA ENDORSEMENT B

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any **endorsement** thereto, it is understood and agreed as follows:-

a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and
includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.
- Listed Perils
- Fire
- Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any **endorsement** thereto, it is understood and agreed as follows:-
Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Complaints Procedure

We 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 by email: info@halligan.ie.

We will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

We will endeavour to resolve complaints quickly but if this is not possible **we** will provide written updates at intervals of not greater than 20 business days. If the complaint is not resolved within 40 business days **we** will inform **you** of the anticipated timeframe for resolution and **your** right to refer the matter to the Financial Services Ombudsman's Bureau (FSOPO). If **your** complaint is not resolved to **your** satisfaction, **you** may contact the following:

The Insurance Information Service of Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Tel: 01 676 1914 Fax: 01 676 1943

E-mail: iis@insuranceireland.eu Website: www.insuranceireland.eu

The service can advise **you** on how to continue further and may be able to help sort the problem out. Contacting Insurance Ireland will not affect **your** right to refer **your** complaint to the Financial Services Ombudsman's Bureau:

The Financial Services Ombudsman's Bureau (FSOPO), Lincoln House, Lincoln Place, Dublin 2.

Tel: +353 1 567 7000 E-mail: info@fspo.ie Website: www.fspo.ie

You will not lose your right to take legal action if you contact any of the above.

PRIVACY AND DATA PROTECTION NOTICE

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we, us** and **our** mean AmTrust International Underwriters DAC (**insurer**) and Halligan Insurances (broker). **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

1. DATA PROTECTION

We are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller for **your insurer** is AmTrust International Underwriters DAC. Below is a summary of the main ways in which **we** process **your** personal data, for more information regarding **your insurer**, please visit www.amtrustinternational.com

2. HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. DISCLOSURE OF YOUR PERSONAL DATA

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

5. INTERNATIONAL TRANSFERS OF DATA

We may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

6. YOUR RIGHTS

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

8. DEALING WITH OTHERS ON YOUR BEHALF

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

9. MONITORING AND RECORDING

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

10. INFORMATION

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about the way that **we** use **your** personal information, please write to the relevant Data Protection Officer at:

Brokers Address:	**Insurers** Address:
Halligan Insurances William Norton House 575 North Circular Road Dublin 1.	AmTrust International 2 Minster Court, Mincing Lane London EC3R 7BB

giving **your** name, address and insurance policy number. If **we** significantly change the way that **we** use **your** personal information, **we** will write to **you** and let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

AmTrust International Underwriters DAC
6-8 College Green
Dublin 2.
D02 VP48

Tel: +353 (0) 1775 2900
Web: www.amtrustinternational.com

Company Registration No. 169384
AmTrust International Underwriters DAC are regulated by
the Central Bank of Ireland.

VCN: HH003(14*6596)04032019

AmTrust International Underwriters
An AmTrust Financial Company