

# **Contents**

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**Safety Precautions** 

Important Information in Relation to Your Allianz Policy

### Introduction

We are very pleased to introduce you to the Allianz Household Insurance policy and thank you for insuring with us.

Please read this policy carefully to make sure that it provides the cover you need. If the schedule details do not agree with the details completed on your statement of fact or proposal form then please contact us immediately.

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.

On behalf of Allianz p.l.c.

Aidan Hanratty

Member of the Board of Management

**Director Underwriting** 

#### 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 1990 (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 and will be shown in bold throughout.

#### **Accidental Damage**

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

#### The Company/We/Us

Allianz p.l.c.

#### Contents

Household goods and personal effects belonging to you (or for which you are legally responsible) or belonging to members of your household and/or domestic employees permanently residing with you, all within the private house and domestic outbuildings.

Money is included up to a maximum of €650 in any one period of insurance.

Any one high value item is covered for up to 10% of the contents sum insured and the total value of all high value items, regardless of the value of each individual item, is covered for up to 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, modems and the like, is included up to a maximum of €4,000 in any one period of insurance.

#### Excluding:

- property otherwise insured,
- motor vehicles (other than mechanically propelled lawnmowers), quad bikes, motorised wheelchairs, caravans, marine craft, trailers (unless specified on the policy for use with small craft), aircraft (including drones) or parts, keys or accessories, of, on or in any of them,

- animals and livestock,
- passports, driving licenses, deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.

The contents, as defined above, must be:

- used for domestic and recreational purposes only,
- located at the address noted on the schedule unless cover is otherwise stated in the policy.

#### Domestic Employee(s)

Any employee of the **household** carrying out solely private domestic duties in connection with the **premises** noted on the schedule, including repair, maintenance or decoration.

#### **Endorsement**

Any alteration to this **policy** wording.

#### **Excess**

The amount of any claim **you** must pay yourself.

#### High Value Item(s)

Any item, set or collection of jewellery, precious metal, picture(s), other work(s) of art, furs, stamps, coins, and other such items, sets and collections.

#### Household

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

#### The Insured/You

The person(s) named on the schedule under the heading "Insured."

Note: For exclusions which apply to the whole of your **policy** see the General Exclusions section.

### **Definitions**

#### 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 & annual commuter tickets.

#### **Paying Guests**

Guests paying for accommodation, including lodgers and bed and breakfast (B&B) guests, all residing with **you** in the private house.

#### Period of Insurance

The period of time 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.

#### Policy

The **policy** which must be read as one document with the schedule, **endorsements** and statement of fact or proposal form, evidences a contract of insurance between **the Insured** and Allianz.

#### **Premises**

The **premises** is defined as:

(a) the private house, including fixtures and fittings therein and thereon. The private house must be constructed of brick, stone or concrete and roofed (at least 70%) with slates, tiles, concrete, asphalt or metal, and

(b) domestic outbuildings, garages, swimming pools, tennis courts, fuel storage tanks and their contents, septic tanks, terraces, patios, decking, driveways, footpaths, walls, gates and fences, lawns, including fixtures and fittings therein and thereon.

and

(c) any hedges, trees, shrubs and plants within the boundary of the premises.

#### Excluding:

- · wind turbines,
- the percolation area of septic tanks,
- polytunnels.
- hot tubs.

The **premises**, as defined above, must be:

- occupied and used for domestic and residential purposes only,
- located at the address noted on the schedule

#### Small Craft

Vessels up to a maximum of 5.2 metres in length, with a maximum design speed not exceeding 17 knots and not more than 15 years old.

#### Smoke

Direct damage from smoke including smoke arising from the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the **premises**.

### **Definitions**

#### Storm

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

#### Tenant(s)

Any person(s) living at the **premises** and under a private rental or lease agreement with **you**.

#### Unfurnished

Not adequately furnished or equipped for normal living purposes.

#### 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.

This section only applies when a sum insured for this cover is shown on the schedule.

Your **policy** covers loss or damage to the **premises** caused by any of the events numbered (1) to (12) subject to the terms, conditions, limits and exclusions set out in this **policy**. The **excess** stated in the schedule is applicable in respect of each claim except where otherwise indicated within the **policy**. We will settle claims by payment, or at our discretion by reinstatement, replacement or repair. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

| What Your Policy Co | overs |
|---------------------|-------|
|---------------------|-------|

- (1) Fire, explosion, lightning, earthquake and thunderbolt
- (2) Smoke
- (3) Storm or flood

(4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance

- by smoke from fireplaces,
- by smog or from agricultural smudging or industrial operations.
- to fences and gates, lawns, hedges, trees, shrubs and plants,
- by frost,
- to roofs constructed with torch-on felt 10 or more years of age, or other felt 5 or more years of age.
- 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, washhand basin and/or other sanitary fittings,
- caused by damage to, or failure of, a fish tank or its accessories.

#### **What Your Policy Covers**

(5) Stealing or attempted stealing

- (6) Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance
- (7) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles. road vehicles or animals
- (8) Falling trees and branches and/or external television/radio aerials, masts and satellite dishes
- (9) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances

- 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.
- 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 animals owned by or in the care, custody or control of you or members of your household.
- 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.
- to walls (except of the private house), hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.

#### **What Your Policy Covers**

(10) Malicious damage and vandalism

# (11) Subsidence or heave of the site on which the private house stands or landslip.

- 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 walls (except of the private house), hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.
- resulting from demolition, structural alteration or structural repair,
- resulting from the settlement of made up ground,
- resulting from coastal, lake or river erosion.
- to domestic outbuildings, walls (except of the private house), gates, fences, terraces, patios, decking, driveways, footpaths, swimming pools and tennis courts unless the private house is damaged at the same time by this event,
- resulting from the bedding down of any structure,
- 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 event and at the same time.

#### **What Your Policy Covers**

#### (12) Accidental Damage

This cover is only applicable if indicated in the schedule.

- 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 by or in the care, custody or control of you or members of your household,
- caused by scratching, abrading or denting,
- as a result of tree root action,
- resulting from any weather related event,
- which is already excluded in paragraphs (1) to (11).

The excess stated in the schedule is applicable in respect of each claim except where otherwise indicated within the policy. For full details about how we settle claims, please refer to the "How we settle claims" section of this policy.

#### **What Your Policy Covers**

#### Alternative accommodation

- (a) Where the **premises** is occupied as your main residence **we** will pay:
  - the cost of the reasonable additional expenses necessarily incurred by you, with our consent, for alternative comparable accommodation for you and members of your household,
- (b) Where the **premises** is let to **tenant(s)** we will pay:
  - the cost of the reasonable additional expenses necessarily incurred by you, with our consent, for alternative comparable accommodation for your tenant(s),
  - two years ground rent if you are liable, OR
  - the loss of rent due to you,

where **we** are satisfied that the **premises** cannot be lived in following damage by an insured event under this **policy**.

This benefit will only be paid while the **premises** is being reinstated and up to a maximum amount of 15% of the **premises** sum insured as long as no other payment is being made under any other insurance **policy.** 

#### **Excluding Loss or Damage**

 where the premises is occupied as a holiday home or a let holiday home.

#### **What Your Policy Covers**

#### Architect's/Surveyor's fees

We will pay the cost of Architect's/ Surveyor's and legal fees necessarily and reasonably incurred, with our consent, in the reinstatement of the **premises** following loss or damage covered by this **policy**.

# Breakage of fixed glass and sanitary fittings

We will pay the cost for the replacement or repair, following accidental breakage, of the following:

- fixed glass in doors, windows, skylights, fanlights and verandas,
- fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units

#### Debris removal costs

We will pay 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 event.

#### Fire Brigade charges

We will pay the cost of Fire Brigade charges resulting from the Fire Brigade attending your premises as a result of any event which is insured by your policy. The maximum we will pay is €2,000 for any one claim as long as no payment is being made under any other section of this or any other insurance policy.

- to any item broken or cracked at the start date 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.

#### **What Your Policy Covers Excluding Loss or Damage** Gardens We will pay the cost of repairing damage caused to gardens by the attendance of the emergency services at the premises in connection with an event which is insured by your policy. The maximum we will pay is €1,000 for any one claim. House rebuild to A3 energy standard In the event that **we** are satisfied that the private house needs to be totally rebuilt following damage by an insured event, we will cover the cost of rebuilding it to a BER 'A3' rating, as long as the sums insured are adequate. Immediate Benefit If we make any changes to the policy wording during the period of insurance which improve the cover (without a requirement to pay an additional premium), you will benefit from these improvements immediately. **Paying Guests** Where you permanently occupy the **premises** as your main residence permission is given for up to six paying quests (at any one time) to stay in the private house. **Public Authorities Requirements costs** • where notice of the requirement has If your premises is damaged by an insured been served on you before the loss or event, we will pay the cost of complying damage occurred, with any statutory requirements that apply to parts of the **premises** that have not in respect of repairing/reinstating the been damaged.

Note: For exclusions which apply to the whole of your **policy** see the General Exclusions section.

damaged part of the premises.

#### **What Your Policy Covers Excluding Loss or Damage** Purchaser's interest If a legal contract to sell the **premises** is in place, the cover provided under this section of the **policy** can be given to the purchaser at your request. There must be no other insurance in place on the **premises** for this to apply and this extension shall not prejudice your or our rights. Reinstatement of sums insured after loss The sums insured will not be reduced by the amount of any loss. Satellite dishes, television/radio aerials and masts We will pay the cost of repairing or replacing external satellite dishes, television/radio aerials and masts up to a maximum of 10 metres in height. The maximum we will pay is €1,300 for any one claim. Service pipes and cables We will pay the cost of repairing or replacing service pipes and cables for which you are legally responsible following accidental damage to them. Trace and access • to the item from which the escape We will pay the cost of removing or occurred. replacing any part of the premises • while the private house is unfurnished, necessary to repair any fixed domestic • where the private house has been water or heating installation where water, oil unoccupied for more than 35

Note: For exclusions which apply to the whole of your **policy** see the General Exclusions section.

or gas has escaped. The maximum we will

pay is €650 for any one claim.

consecutive days immediately prior

to the loss or damage.

#### **What Your Policy Covers**

Weight of fallen snow/snow loading We will pay the cost of repairing damage to the private house caused by the weight of accumulated fallen snow or the sudden movement of same. The maximum we will pay is €2,500 for any one claim.

# Section 1: Liability to Others

#### **What Your Policy Covers**

Liability to Domestic Employees
We will pay all amounts that you legally
have to pay as employer for death,
accidental bodily injury or illness to any
domestic employee while in your
employment in connection with the
premises. The maximum we will pay
under this policy for any one event or any
one series of events constituting one
occurrence is €3,175,000 inclusive of all
legal fees and other expenses – this
includes where Liability to Domestic
Employees is also provided under Section 2.

Liability to others as owner of the Premises We will pay all amounts that you legally have to pay as owner of the premises for accidents happening on or about the premises which result in:

- (a) death, accidental bodily injury or illness to any person other than;
  - you,
  - members of your household,
  - · domestic employees.

# Excluding Liability in respect of / arising from

- any action for damage brought in a Court of Law outside the Republic of Ireland,
- death, bodily injury or illness caused to other members of your household,
- work of a construction or reconstruction nature or structural alterations or demolition,
- any contract or agreement which imposed on you liability which you would not otherwise have been under,
- the ownership, possession or use of any mechanically propelled vehicle, aircraft (including drones), marine craft or horsedrawn vehicle. This does not apply to mechanically propelled lawnmowers being used at the premises – provided that this extension shall not apply to or include any liability for which compulsory insurance is required under any road traffic legislation.
- any action for damage brought in a Court of Law outside the Republic of Ireland.
- the ownership, possession or use of any mechanically propelled vehicle, aircraft (including drones), marine craft or horsedrawn vehicle. This does not apply to mechanically propelled lawnmowers being used at the premises provided that this extension shall not apply to or include any liability for which compulsory insurance is required under any road traffic legislation.

# Section 1: Liability to Others

#### **What Your Policy Covers**

- (b) accidental damage to property other than property belonging to or under the control of;
  - you,
  - · members of your household,
  - · domestic employees.

The maximum we will pay under this policy for any one event or any one series of events constituting one occurrence is €3,175,000 inclusive of all legal fees and other expenses.

# Excluding Liability in respect of / arising from

- any contract or agreement which imposed on you liability which you would not otherwise have been under,
- 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 up to 2 children,
- (ii) accommodation for paying guests subject to the limit set out in the policy or any amending endorsement,
- any wilful or malicious act,
- work of a construction or reconstruction nature or structural alterations or demolition

If you die, we will cover your personal representatives for any liabilities that are covered by this policy.

# **Section 2: Contents**

This Section only applies when a sum insured for this cover is shown on the schedule.

Your **policy** covers loss or damage to the **contents** caused by any of the events numbered (1) to (12) subject to the terms, conditions, limits and exclusions set out in this **policy**. The **excess** stated in the schedule is applicable in respect of each claim except where otherwise indicated within the **policy**. We will settle claims by payment, or at our discretion by reinstatement, replacement or repair. For full details about how we settle claims, please refer to the "How we settle claims" section of this **policy**.

| settle claims" section of this <b>policy</b> .  | we settle claims, please refer to the Flow we   |
|---|---|
| What Your Policy Covers   | Excluding Loss or Damage  |
| (1) Fire, explosion, lightning, earthquake and thunderbolt  |   |
| (2) Smoke   | <ul> <li>by smoke from fireplaces,</li> <li>by smog or from agricultural smudging<br/>or industrial operations.</li> </ul>  |
| (3) Storm or flood  |   |
| (4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance | <ul> <li>while the private house is unfurnished,</li> <li>where the private house has been unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> <li>caused by gradual leaking or seepage of water from any bath, shower, washhand basin and/or other sanitary fittings,</li> <li>caused by damage to, or failure of, a fish tank or its accessories.</li> </ul> |
| (5) Stealing or attempted stealing  | <ul> <li>while the private house is unfurnished,</li> <li>where the private house has been unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> <li>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.</li> </ul>   |

### **Section 2: Contents**

#### **What Your Policy Covers**

- (6) Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance
- (7) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals
- (8) Falling trees and branches and/or external television/radio aerials, masts and satellite dishes
- (9) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances
- (10) Malicious damage and vandalism

(11) Subsidence or heave of the site on which the private house stands or landslip

- 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 animals owned by or in the care, custody or control of you or members of your household.
- 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**.
- 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.
- unless the private house is damaged at the same time by this event,
- resulting from demolition, structural alteration or structural repair,
- resulting from the settlement of made up ground,
- resulting from coastal, lake or river erosion.

### **Section 2: Contents**

#### **What Your Policy Covers**

(12) Accidental Damage

This cover is only applicable if indicated in the schedule.

- to contents in any part of the private house which is lent, let, sub-let, or accommodating paying guests,
- caused by animals owned by or in the care, custody or control of you or members of your household,
- caused by scratching, abrading or denting,
- to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used,
- 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, CDs, DVDs, console games, portable hard-drives and memory sticks,
- resulting from any weather related event,
- which is already excluded in paragraphs (1) to (11).

The **excess** stated in the schedule is applicable in respect of each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

#### **What Your Policy Covers**

#### Alternative accommodation

- (a) Where the **premises** is occupied as your main residence **we** will pay:
  - the cost of the reasonable additional expenses necessarily incurred by you, with our consent, for alternative comparable accommodation for you and members of your household, OR
  - rent which continues to be payable by you, AND
  - the reasonable cost of the temporary storage of your **contents**
- (b) Where the **premises** is let to **tenant(s)** we will pay:
  - the reasonable cost of the temporary storage of your contents
     AND
  - the reasonable additional expenses necessarily incurred by you, with our consent, for alternative comparable accommodation for your tenant(s), OR
  - two years ground rent if **you** are liable, OR
  - the loss of rent due to you,

where we are satisfied that the premises cannot be lived in following damage by an insured event under this policy.

#### **Excluding Loss or Damage**

• where the **premises** is occupied as a holiday home or a let holiday home.

#### **What Your Policy Covers**

This benefit will only be paid while the **premises** is being reinstated and up to a maximum amount of 15% of the **contents** sum insured as long as no other payment is being made under any other insurance **policy**.

# Audio and audio visual equipment - applicable only if accidental damage to contents is not included

We will pay the cost of replacing or repairing equipment following accidental damage to the equipment whilst in the private house. The maximum we will pay is €1,300 for any one claim.

#### Breakage of glass

We will pay the cost of repairing or replacing fixed glass in furniture, hobs and mirrors which are broken as a result of accidental damage.

#### Christmas

We will automatically increase the contents sum insured by 10% during the months of December and January.

# Compensation for death of Insured and/or spouse

We will pay €5,000 in the event of death by accident, as a result of:

 fire, explosion, lightning or assault by thieves on the premises,

#### **Excluding Loss or Damage**

- to records, audio, video or computer discs, tapes or cassettes, CDs, DVDs and console games,
  - caused by animals owned by or in the care, custody or control of you or members of your household,
  - to hearing aids,
- to mobile phones.
- to any item broken or cracked at the start date 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.

Note: For exclusions which apply to the whole of your **policy** see the General Exclusions section.

#### **What Your Policy Covers**

- travelling as a passenger by train, bus, licensed taxi or hackney,
- assault in the street.

where death occurs within three calendar months of the incident.

#### Contents in the open

We will pay for the cost of loss or damage by an insured event, other than accidental damage (irrespective of whether cover is indicated on the schedule) to contents in the open within the boundaries of the premises. The maximum we will pay is €650 for any one claim

#### Door locks replacement

We will pay the cost of replacing the external door locks and keys of the premises where the keys of such locks have been stolen.

#### Fire Brigade charges

We will pay the cost of Fire Brigade charges resulting from the Fire Brigade attending your premises as a result of any event which is insured by your policy. The maximum we will pay is €2,000 for any one claim as long as no payment is being made under any other section of this or any other insurance policy.

- for any amount greater than €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.
- arising from a **tenant** or **paying guest** not returning keys of such locks.

#### **What Your Policy Covers**

#### Freezer and refrigerator contents

We will pay the cost of the replacement of food in your deep freeze and refrigerator lost or damaged by any of the following events:

- (a) Rise or fall in the temperature.
- (b) Contamination by refrigeration fumes resulting from;
  - accidental damage to the appliance,
  - failure of the appliance due to its own defect,
- (c) accidental failure of the public supply of electricity.

The maximum amount payable is €650 in respect of any one claim.

#### Household removal

We will pay the cost of loss or damage to contents by an insured event whilst in the course of removal by a professional furniture removal contractor only from the premises to your new permanent residence in the Republic of Ireland.

#### **Immediate Benefit**

If we make any changes to the policy wording during the period of insurance which improve the cover (without a requirement to pay an additional premium), you will benefit from these improvements immediately.

- due to any deliberate act by you or the Electricity Authority,
- due to any consequence of strikes, labour or political disturbances.

- 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.

#### **What Your Policy Covers**

#### Loss of oil

We will pay the cost of replacing oil which has escaped from a fixed domestic system or appliance following accidental damage to the heating installation.

#### Loss of metered water

We will pay the cost incurred by you following the escape of metered water from any plumbing or heating system, fixed water apparatus or domestic appliance where the damage results from an insured event. The maximum we will pay is €1,000 in any one period of insurance.

#### **Paying Guests**

Where you permanently occupy the premises as your main residence permission is given for up to 6 paying guests (at any one time) to stay in the private house.

# Reinstatement of sums insured after loss

The sums insured will not be reduced by the amount of any loss.

#### Shopping

We will pay the cost of replacing food and other purchases that are lost or damaged while you, or a member of your household, are transporting them from the shop where bought to the premises. The maximum we will pay is €400 for any one claim.

#### **Excluding Loss or Damage**

- 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.
- 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.

- By stealing or attempted stealing from any unattended vehicle unless;
  - (i) all windows, including sunroof, and doors are securely locked,
  - (ii) the property is completely concealed within a closed compartment or locked boot.

Note: For exclusions which apply to the whole of your policy see the General Exclusions section.

#### **What Your Policy Covers**

Temporary removal of contents
We will pay the cost of loss or damage to contents by an insured event 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. The maximum amount payable is 15% of the contents sum insured.

- if the premises at which your contents are being stored is unoccupied and/or unfurnished.
- by **storm** or flood to **contents** in transit or in the open,
- by accidental damage,
- to contents otherwise insured,
- to contents removed for sale or exhibition,
- whilst removed to any storage facility,
- by stealing or attempted stealing other than:
  - (i) during removal to or from any bank or safe deposit while in the custody of you or a member of your household,
  - (ii) from any bank, safe deposit, occupied private house, or any other building where you or a member of your household are staying, and in all cases unless involving entry to or exit from the building by forcible or violent means.

| What Your Policy Covers  | Excluding Loss or Damage |
|--|--------------------------|
| Title deeds  We will pay the cost of preparing new title deeds for the premises if they are lost or damaged whilst in the private house or in a bank for safe keeping. The maximum we will pay is €650 for any one claim.    |                          |
| Visitor's and guest's property We will pay the cost of loss or damage to the property of visitors and guests, other than paying guests or Tenants, by an insured event. The maximum we will pay is €1,300 for any one claim. |                          |
| 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.  |                          |
|  |                          |
|  |                          |

# Section 2: Liability to Others

#### **What Your Policy Covers**

Liability to Domestic Employees
We will pay all amounts that you legally have to pay as employer for death, accidental bodily injury or illness to any domestic employee while in your employment in connection with the premises. The maximum we will pay under this policy for any one event or any one series of events constituting one occurrence is €3,175,000 inclusive of all legal fees and other expenses – this includes where Liability to Domestic Employees is also provided under Section 1.

#### Liability to others

We will pay all amounts that you or members of your household legally have to pay;

- (a) as occupier of the **premises** or owner of the **contents** 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,

# Excluding Liability in respect of / arising from

- any action for damage brought in a Court of Law outside the Republic of Ireland,
- death, bodily injury or illness caused to other members of your household,
- work of a construction or reconstruction nature or structural alterations or demolition,
- any contract or agreement which imposed on you liability which you would not otherwise have been under,
- the ownership, possession or use of any mechanically propelled vehicle, aircraft (including drones), marine craft or horsedrawn vehicle. This does not apply to mechanically propelled lawnmowers being used at the premises provided that this extension shall not apply to or include any liability for which compulsory insurance is required under any road traffic legislation.
- any action for damage brought in a Court of Law outside the Republic of Ireland.
- the ownership, possession or use of any mechanically propelled vehicle, aircraft (including drones), marine craft or horsedrawn vehicle. This does not apply to mechanically propelled lawnmowers being used at the **premises** provided that this extension shall not apply to or include any liability for which compulsory insurance is required under any road traffic legislation,

# Section 2: Liability to Others

#### **What Your Policy Covers**

#### for;

- (i) death, accidental bodily injury or illness to any person other than;
  - members of your household,
  - domestic employees,
- (ii) accidental damage to property other than property belonging to or under the control of:
  - you,
  - members of your household,
  - domestic employees,

#### and/or caused by;

- you,
- members of your household (other than domestic employees),
- domestic employees in the course of their employment in connection with the premises.

The maximum amount payable under this **policy** 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 / arising from

- 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 any control of dogs legislation 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 up to 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,
- any contract or agreement 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

# Section 2: Liability to Others

#### **What Your Policy Covers**

# Excluding Liability in respect of / arising from

any equipment necessitating the use of protective clothing) which are being used other than at the **premises**,

- work of a construction or reconstruction nature or structural alterations or demolition,
- the transmission of any communicable disease.

# Liability as a Tenant (if applicable)

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;

- (a) by any of the events listed at paragraphs (1) to (11) of the **premises** section,
- (b) to fixed glass and sanitaryware,
- (c) to service pipes and cables.

The maximum amount we will pay is 20% of the contents sum insured in any one period of 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,
- as a result of redecoration.

If you die, we will cover your personal representatives for any liabilities that are covered by this policy.

### Section 3: All Risks Cover

This section only applies when a sum insured for this cover is shown on the schedule. No **excess** will be deducted in respect of any claim made under this section. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

#### **What Your Policy Covers**

#### The Cover

We will pay the cost of loss or damage to any item specified in the schedule up to a maximum of the sum insured shown against the item.

Where a sum insured is noted on your schedule in respect of unspecified all risks we will pay the cost of the following:

- (a) personal effects, clothing and sports equipment up to a maximum of the unspecified all risks sum insured shown on the schedule. The maximum amount payable is €2,000 for any one item in any one period of insurance.
- (b) personal money up to maximum of €650 in any one period of insurance.
- (c) bicycles up to a maximum of €320 in any one period of insurance.

#### **Excluding Loss or Damage**

- to camping equipment, documents of any kind and household goods,
- by stealing of any bicycle, its tyres, accessories or fittings when 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 all windows, including the sunroof, and doors are securely locked and the property is completely concealed within a closed compartment or locked boot,
- to sports equipment while in use,
- caused by animals owned by or in the care, custody or control of you or members of your household,
- to pottery, porcelain, terracotta, glass or other brittle articles other than by fire or stealing.

#### **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. Cover is limited to 60 days in any one **period of insurance** while outside of these geographical limits.

# Section 4: Caravan / Mobile Home

This section only applies when a sum insured for this cover is shown on the schedule. The **excess** stated in the schedule is applicable in respect of each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

#### **What Your Policy Covers**

#### The cover

We will pay the cost of accidental loss or damage to;

- the caravan/mobile home, including its accessories, furnishings and utensils,
- clothing and personal effects whilst in the caravan/mobile home or whilst temporarily in the towing vehicle in the course of a journey.

#### Additional Benefits Removal/ Delivery Costs

We will pay the reasonable cost of removing the caravan / mobile home to suitable repairers and of delivering to the premises following damage by an insured event. The maximum we will pay for these costs is €320 for any one claim.

#### Liability to others

We will pay all amounts that you legally have to pay for damages in respect of;

 death, accidental bodily injury or illness to any person excluding members of your household or domestic employees,

#### **Excluding Loss or Damage**

- to tyres,
- if let for hire or reward or used as a permanent residence,
- by stealing while unattended unless the caravan/ mobile home is 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.

Excluding liability in respect of / arising from;

- the caravan/mobile home whilst it is:
  - (i) attached to any vehicle,
  - (ii) let for hire or reward or used as a permanent residence,
  - (iii) being used other than for social, domestic and pleasure purposes.

# Section 4: Caravan / Mobile Home

#### **What Your Policy Covers**

Accidental damage to property
which does not belong to, or is not
under the control of, you or a
member of your household,

arising out of the ownership or use of the caravan/mobile home specified in the schedule.

The maximum amount payable under this **policy** in respect of any one event or series of events constituting one occurrence is €2,540,000 inclusive of all legal fees and other expenses.

#### **Excluding Loss or Damage**

#### **Geographical Limits**

The cover provided by this section applies in the Republic of Ireland, Northern Ireland Great Britain, the Channel Islands and the Isle of Man including transit between ports. Cover is limited to a maximum of 60 days in any one **period of insurance** while anywhere else in the world.

### Section 5: Small Craft

This section only applies when a sum insured for this cover is shown on the schedule. The **excess** stated in the schedule is applicable in respect of each claim except where otherwise indicated within the **policy**. For full details about how **we** settle claims, please refer to the "How **we** settle claims" section of this **policy**.

#### **What Your Policy Covers**

#### Loss or damage to your Small Craft We will pay for loss or damage to the items noted in the schedule caused by;

- accidental damage,
- fire, lightning and explosion,
- theft or attempted theft, following forcible entry.

#### Liability to others

We will pay all amounts that you legally have to pay arising from the ownership or use of the insured craft for;

- loss or damage to any other craft or property,
- death, accidental bodily injury or illness to any person.

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.

#### **Excluding Loss or Damage**

- 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 as a result 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.

Excluding liability in respect of / arising from:

- death, bodily injury or illness to any employee,
- any compulsory insurance required under any road traffic 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.

## Section 5: Small Craft

#### **What Your Policy Covers**

The maximum amount payable under this **policy** in respect of any one event or series of events constituting one occurrence is €1,270,000, inclusive of all legal fees and other expenses.

We will also indemnify any person using the small craft with your permission.

#### **Excluding Loss or Damage**

#### **Geographical Limits**

The cover provided by this section applies only within the inland and coastal waters of Ireland and Great Britain.

#### **Special Terms and Conditions**

In addition to the general conditions detailed within this **policy** this section is also subject to the following terms and conditions:

- (a) The insured craft is used solely for personal pleasure purposes.
- (b) The insured craft is not left in the water during the period 1st November to 31st March (inclusive).
- (c) The insured craft at no time engages in water-skiing or any other sport or activity involving the craft towing items.
- (d) The maximum we will pay for sails, spars, mast, standing and running rigging whilst racing is two thirds of 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.
- (e) **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 the General Exclusions section.

# Holiday Home Special Terms and Conditions

These special terms and conditions apply if the **premises** is occupied as a Holiday Home or a Holiday Home let to **tenant(s)** and this is shown on your schedule.

- 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 October and 31st 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

- (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)

#### 4. The exclusion:

"where the private house has been **unoccupied** for more than 35 consecutive days immediately prior to the loss or damage" does not apply to the following events and additional benefits under Sections 1 and 2

- Freezing escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance,
- Stealing or attempted stealing

# Holiday Home Special Terms and Conditions

- Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance
- Malicious damage and vandalism
- Breakage of fixed glass and sanitary fittings or Breakage of Glass
- Trace and access
- Loss of oil
- 5. 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, sub let or accommodating paying guests does not apply if accidental damage cover is selected and displayed on the schedule.

#### Where the Holiday Home is let to Tenant(s)

The exclusion regarding "profession, trade or business" referred to under "Section 1: Liability to Others" and "Section 2: Liability to Others" does not apply to your business as lessor of the premises specified in the schedule.

## **Landlords Special Terms and Conditions**

These special terms and conditions apply if the **premises** is let to **tenants** and this is shown on your schedule.

The **premises** is let to **tenant(s)** in the number of units shown on the schedule.

Contents excludes money or high value items.

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, sub let or accommodating **paying guests** does not apply if **accidental damage** cover is selected and displayed on the schedule.

The exclusion regarding "profession, trade or business" referred to under "Section 1: Liability to Others" and "Section 2: Liability to Others" does not apply to your business as lessor of the **premises** specified in the schedule.

Under event (10) Malicious damage and vandalism the exclusion "by any person lawfully on the **premises** or any person invited onto the **premises** by **you** or a member of your **household**" is removed. An **excess** of €3,000 under Section 1: Premises and of €1,500 under Section 2: Contents is applicable for loss or damage by Malicious damage or vandalism by any person lawfully on the **premises** or any person invited onto the **premises** by **you** or a member of your **household**.

## Making a Claim

If you wish to report a new claim or discuss an existing claim you can call us on 01 6133990 (call operator charges may vary) between the hours of 9am to 5pm Monday to Friday. If calling from outside of the Republic of Ireland please call us on 00 353 1 6133990.

Alternatively **you** can post all documentation to Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4.

Please ensure that any documentation sent to **us** has either the claim reference or **policy** number written on it.

## How we settle claims

#### Section 1: Premises

We will settle claims by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the **policy**.

If **we** accept a claim, **we** will settle it on a new for old basis without a deduction for wear, tear or depreciation, provided that:

- no unauthorised repairs, other than emergency repairs, have been carried out,
- authorised repair or replacement is carried out without delay,

If at the time of any claim the sum insured under Section 1: **premises** is considered by **us** to be less than the actual reinstatement value of the **premises**, **we** may reduce the settlement of your claim by the same percentage that the **premises** is underinsured by.

The amount of the excess is noted on the policy schedule. This amount will be taken from each claim unless otherwise stated in the policy wording.

The settlement of any claim is subject to the terms, conditions, limits and exclusions of the **policy**.

#### Section 2: Contents and Section 3: All Risks

We will settle claims by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the **policy**.

#### <u>Items other than household linen, clothes, sporting equipment and bicycles.</u>

If your claim is accepted, we will settle it on a new for old basis. This means that we will not make a deduction for wear and tear in the event of a total loss or destruction claim. If it is a partial loss claim, we will pay the cost of repair (if repairs can be made). This is subject to the cost of repairs being less than the replacement value of the item (s) as new.

#### Household linen, clothes, sporting equipment and bicycles.

If your claim is accepted for these items, **we** will make a deduction for wear, tear and depreciation.

If at the time of any claim the sum insured under Section 2: **Contents** is considered by **us** to be less than the actual replacement value of the **contents** we may reduce the settlement of your claim by the same percentage that the **contents** are underinsured by.

## How we settle claims

If at the time of any claim the sum(s) insured of any item(s) noted under Section 3: All Risks is (are) considered by **us** to be less than the actual replacement value of the specified item(s) **we** may reduce the settlement of your claim by the same percentage that the specified item(s) is (are) underinsured by.

The amount of the excess is noted on the policy schedule. This amount will be taken from each claim unless otherwise stated in the policy wording.

The settlement of any claim is subject to the terms, conditions, limits and exclusions of the **policy**.

#### Sections 1, 2 & 3: Limit of liability

In the event of a loss in respect of **premises**, **contents** and/or all risks, **we** will pay up to the sums insured stated on the schedule.

#### Section 4: Caravan/ Mobile Home

We will settle claims by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the **policy**.

We will pay up to the sums insured stated on the schedule or the market value of the Caravan/Mobile Home at the time of its loss or damage (whichever is the less).

If at the time of any claim the sum(s) insured for any item(s) listed under Section 4: Caravan/ Mobile Home is (are) considered by **us** to be less than the actual replacement value of the item(s) **we** may reduce the settlement of your claim by the same percentage that the item(s) is (are) underinsured by.

The amount of the excess is noted on the policy schedule. This amount will be taken from each claim unless otherwise stated in the policy wording.

The settlement of any claim is subject to the terms, conditions, limits and exclusions of the **policy**.

#### Section 5: Small Craft

We will settle claims by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the **policy**.

## How we settle claims

We will pay up to the sum(s) insured stated in the schedule except where otherwise indicated within the **policy** wording.

If at the time of any loss the sum(s) insured for any item(s) listed under Section 5: Small Craft is (are) considered by us to be less than the actual replacement value of the item(s) we may reduce the settlement of your claim by the same percentage that the item(s) is (are) underinsured by.

The amount of the excess is noted on the policy schedule. This amount will be taken from each claim unless otherwise stated in the policy wording.

The settlement of any claim is subject to the terms, conditions, limits and exclusions of the **policy**.

## Claims – Terms and Conditions

#### Arbitration

If a dispute arising out of this **policy** cannot be settled between **us you** will refer the dispute to the Financial Services Ombudsman's Bureau – please refer to the Important Information section of this **policy** for contact details.

If the Financial Services 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 Ombudsman confirmed that they were unable to investigate the dispute will be deemed to have been abandoned.

#### Appointing a Public Loss Assessor

**You** are entitled, if **you** wish, to appoint at your own expense, a registered Public Loss Assessor, to help **you** in the preparation and negotiation of your claim. In adherence with the European Communities (Insurance Mediation) Regulations 2005, the Public Loss Assessor must be registered with the Central Bank of Ireland.

#### Your Duties:

#### Do not negotiate

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

#### Do not proceed

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

#### Notification

You must tell us immediately about any loss, damage, accident or incident that might give rise to a claim under the policy and give details of how the loss, damage, accident or incident occurred.

You will be required to produce, at your own expense, all necessary documents and information to support any loss and send these to us, together with a completed claim form (if required), within 30 days of first telling us about the incident. If you do not send us the required documentation within 30 days we may decline your claim.

## Claims – Terms and Conditions

#### Send us

If you receive any writ, summons, notice of prosecution or other legal document, you must send it to us immediately. You must not answer these yourself.

#### Tell the Gardaí

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

#### Our Rights:

#### Act to recover payment

We are entitled to take action including legal proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person indemnified by the **policy**, to recover any payment we have made under the **policy**.

#### Co-operation from you

We are entitled to receive full co-operation and all necessary assistance from you or any other person indemnified by the policy.

#### Defend or settle legal action

We are entitled to take over and conduct the defence or settlement of any legal action in your name or in the name of any other person indemnified by this **policy**.

#### Expert approval

We reserve the right to select an expert(s) of our choice. If you hire any experts or contractors (other than those carrying out emergency works) without our express consent, the engagement of these experts or contractors will at all times be subject to our approval.

#### Fraud

If any claim under the **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 the **policy**, all benefit under the **policy** is forfeit.

#### Full premium payment

In the event of a claim in the current **period of insurance**, the full annual premium becomes due. **We** reserve the right to request full payment of any outstanding premium prior to the claim being paid and/or to deduct any outstanding premium from any claim payment **we** may make to **you**.

## Claims – Terms and Conditions

#### Replacement or repairs

We are entitled to arrange replacement or repair through one of our approved providers, or alternatively we may authorise replacement or repair arranged by you.

#### Salvage

We are entitled to 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.

#### **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.

## **Terms and Conditions**

#### Observance of conditions

The observance by **you** of the terms, conditions and endorsements of the **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**.

#### Cancelling 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** if it has been paid.

If we cancel the **policy** as a result of non-payment, or part payment, we will cancel the **policy** with effect from the last day the premium paid to us entitled you to cover.

#### Change in risk or circumstance

You must tell us immediately of any change which may affect this insurance or increase the risk of loss, damage or injury. If you do not tell us about these changes, then your cover could be invalid or we may decline or reduce your claim.

If you are in any doubt as to whether a change is material or not please tell us.

#### Change in terms and conditions

If, after we offer to incept / renew the policy, you tell us about or we discover something that happened during an earlier period of insurance or prior to the policy being taken out which we deem to be material to the policy, we may change the premium and / or Terms and Conditions and / or add exclusions back dated to the date the policy renewed or was incepted with us.

#### **Dual insurance**

Where any other insurance has been in force providing cover for the same property **we** will refund our rateable portion of the premiums paid to **us** provided no claims have been made under the **policy**.

If, at the time of any incident which results in a claim under the **policy**, there is any other insurance covering the liability, loss or damage **we** will only pay our rateable portion of the claim.

## **Terms and Conditions**

#### Joint insured

Changes to the **policy** cover, including cancellation of the **policy**, may be requested by either party on a joint **policy**.

We require written authorisation signed by both parties to change the **policy** from joint cover to single cover or from single cover to joint cover.

Any premium refunds or claims payments will be made payable to all policyholders. If any financial institution has their interest noted on the **policy**, then claim payments may be made in the joint names of the financial institution and the policyholders.

#### 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.

#### Misdescription

The **policy** will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact(s) i.e. those circumstances which may influence **us** in our acceptance, assessment or pricing of this insurance. If **you** are in any doubt as to whether a fact is material or not please disclose it.

If we become aware of any misrepresentation, misdescription or non-disclosure of any material fact(s) which would not have led to voidance of the policy, but which would have led to a higher premium being charged and/ or a different level of cover being offered, we reserve the right to change the standard premium and/ or the Terms and Conditions and/ or the type of cover provided with retrospective effect. We reserve the right to make these changes from the date the policy incepted, a subsequent renewal date or from the date the change in risk or circumstance occurred.

Where the misrepresentation, misdescription or non-disclosure of any material fact(s) results in an additional premium due to **us**, **we** reserve the right to request the payment of such additional premium or to deduct same from any pending claim payment due to **you**.

#### More than one premises insured

The **premises** and/or **contents** located as shown 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

## **Terms and Conditions**

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 the **policy** to help **you** to maintain your sums insured at an adequate level. The size of these adjustments will be based on our claims information, 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 ongoing basis.

## **General Exclusions**

### This policy does not cover the following:

#### 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**.

#### Confiscation

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

#### **Indirect Loss**

Any losses that are not directly covered by the terms and conditions of this **policy**.

#### Cyber risk

This **policy** does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

- the loss of, alteration of or damage to or
- 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.

#### **Faulty workmanship**

Loss, damage or liability resulting from faulty workmanship, defective design or the use of defective materials.

#### Fees

Fees incurred by you in the preparation of any claim.

#### Loss of value

This **policy** will not cover loss in value of any item of **premises**, **contents**, all risks, **small craft** and/or caravan following any claim.

## **General Exclusions**

#### Pollution or contamination

Loss, damage or liability resulting from pollution or contamination other than;

 pollution or contamination which results from the operation of a cause insured by this policy,

or

• pollution or contamination which results in an insured cause operating.

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

#### 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 pay the cost of the value of the particular item, part or parts that have been lost or damaged.

The cost of repairing or replacing any undamaged part of the flooring or floor covering. If it is not possible to match the undamaged part of the flooring or floor covering, then **we** will pay the cost of replacing the flooring or floor covering in the room or area where the damage occurred. The cost of replacing undamaged flooring or floor covering in adjoining rooms or areas is not covered.

#### Sonic boom/sonic bangs

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

#### **Sulphides**

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 any sulphides including but not limited to pyrite and/or their derivatives.

## **General Exclusions**

#### War and terrorism

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;

- (a) 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
- (b) 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 **policy** 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 (a) and/or (b) 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.

#### Wear and tear 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, 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.

#### **Deliberate or Criminal Act**

This **policy** does not provide cover for any claim resulting from deliberate or criminal acts by **you** or any one acting on your behalf or with your consent or by your **domestic employee**.

## **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 appropriate door locks and
- (b) all French windows and/or patio doors are fitted with appropriate security locks and
- (c) all ground floor windows and other accessible opening windows are fitted with appropriate window locks,

and that all such locks are in operation at night and when the **premises** is left vacant or unattended.

#### E02 – Security precautions 2

You agree to maintain the alarm installation in accordance with the suppliers recommendations and to have the alarm switched on and in service when the **premises** is left vacant or unattended.

#### E03 - Special security precautions for jewellery

It is a condition of your **policy** that all items of jewellery valued in **excess** of €12,000 are kept in a locked safe when not being carried or worn by **you** or another authorised 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 on the schedule.

#### E05 – Total high value limit

The **high value item**(s) total of 50%, included within the **contents** definition, is deleted and replaced by the monetary amount shown on the schedule.

#### **E06 – Paying Guests**

The benefit provided under the **policy** for the accommodation of up to 6 **paying guests** is increased to a maximum of 12 **paying quests**.

#### 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 **high value item(s)** 

## **Endorsements**

### (operative only if indicated on the schedule)

and accidental damage to contents is not included (whether indicated or not on the schedule). The cover provided for stealing or attempted stealing of contents only applies if accompanied by violent and forcible entry to or exit from the premises and is subject to all other terms, limitations and exceptions otherwise specified in this policy.

The exclusion regarding "profession, trade or business" referred to under the Liability to Others Section does not apply to your business as disclosed. No cover is provided by this **policy** 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.

#### E10 - Non-standard construction

It is hereby noted that the private house is constructed of the materials disclosed to **us** and not as outlined in the **premises** definition.

#### E11 - Satellite dishes, television/radio aerials and masts

The reference to "10 metres in height" is substituted by the number of metres shown on the schedule. The monetary amount referred to remains unchanged.

#### E12 - Home office equipment

The amount of €4,000, 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 cover provided by your **policy** is hereby limited to – "Fire, explosion, lightning, earthquake and thunderbolt". No other cover is provided by your **policy**.

#### E15 - Fire & homeowners liability

The cover provided by your **policy** is hereby limited to — "Fire, explosion, lightning, earthquake and thunderbolt" and the cover provided under the heading "Liability to Others as Owner of the **premises**" as described under the **premises** Section. No other cover is provided by the **policy**.

## **Endorsements**

### (operative only if indicated on the schedule)

#### E18 - Settings

It is a condition of All Risks cover that the settings of any item of jewellery valued in excess of €12,000 be checked by a jeweller at least once every two years and that any repairs be undertaken in line with the jeweller's recommendations.

#### F01 – Wet storm & flood exclusion

Your **policy** does not cover loss or damage caused by flood or damage caused by water associated with and/or resulting from **storm**.

#### SO1 – Subsidence exclusion

This policy does not cover loss or damage caused by any of the following:

- a) subsidence or ground heave of any part of the site on which the house stands, or landslip,
- b) freezing or escape or overflow of water from within any underground plumbing or heating system,
- c) accidental damage to buildings.

## **Safety Precautions**

#### **Fire Prevention**

#### **Electrical appliances**

Electrical sockets should not be overloaded. The ideal is one appliance, one socket. Replace worn flexes immediately and unpluq 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.

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

## **Safety Precautions**

#### **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. Inform your local Garda station that **you** will be away.

# Important Information in Relation to Your Allianz Policy

#### Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: info@allianz.ie.

#### **Regulatory Status**

Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

#### What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products. When dealing directly with personal customers **we** underwrite general insurance products on a non-advised information only basis.

#### How we charge

The charge for our services is the premium (including, where applicable, a government levy). This premium and any optional covers are separately set out in your schedule/renewal notice.

#### **Policy Alteration, Additional and Return Premiums**

Where your **policy** is altered during any **period of insurance we** will recalculate 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. **We** will only charge or refund **you** provided the total amount, including the premium transaction charge, is greater than or equal to the amount detailed in your schedule. Where applicable, a government levy will be applied to your premium calculations.

#### 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.

# Important Information in Relation to Your Allianz Policy

#### Language

Your policy and all communications with you or by you to us will be in English.

#### **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**.

#### Default

Non-payment of your premium or part thereof (including where you are using our Direct Debit option) or breach by **you** of certain conditions of your **policy** may lead to your **policy** being revoked or cancelled, in accordance with the terms in that respect set out in your **policy**.

#### **Right of Withdrawal**

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 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** any part of your premium **you** have paid less an administration charge as detailed in your schedule. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance **policy** under which insurance cover is provided is for less than 1 month.

# Important Information in Relation to Your Allianz Policy

#### **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: Head of Customer Focus, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, 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:

(1)

The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Tel: 1890 882090, Tel: +353 1 6620899, Fax: +353 1 6620890, email: enquiries@financialombudsman.ie, website: www.financialombudsman.ie.

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

and/or

(2)

Insurance Information Services – Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, Tel: +353 1 6761820, Fax: +353 1 6761943, email: info@insuranceireland.eu, website: www.insuranceireland.eu

*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.

#### 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.

#### **Call Recording**

Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.

Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4.

Telephone: (01) 613 3000 Fax: (01) 613 4444 Email: info@allianz.ie Website: www.allianz.ie