

## **Your Home Insurance**

Policy Document (Republic of Ireland)



## Useful telephone numbers -

Claims 24-hour helpline

1850 85 8530

Call this 24-hour number if you need to report a claim on your policy.

Emergency repair 24-hour helpline

1800 209 300

If your home is in need of an emergency repair, we can provide help 24hrs a day, 365 days a year. Call this number to be put in contact with reliable tradespeople such as a plumber or electrician. (see page 6 for more details).

#### Policy changes or questions

Please contact your insurance broker if your circumstances change and you need to update your policy or if you have a question.

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## **Introduction**

We, Liberty Insurance, agree to provide insurance to you, the policyholder named in the policy schedule, for events which happen during any period of insurance for which you have paid, or have agreed to pay, the premium. We will insure you against loss, damage or liability which happens during the period of insurance under the terms, exclusions and conditions of this policy and any endorsements.

Please read this Policy Document and your Schedule carefully to ensure that it provides the cover You require. If the information is not accurate or does not meet the cover required please contact us so that we can help you.

On behalf of Liberty Insurance

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**CEO Western European Markets** 

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## **Definitions**

**Accidental damage –** sudden and unexpected damage which is not caused deliberately.

Buildings - the private home at the address shown in the schedule. This includes domestic outbuildings, solar panels, swimming pools, tennis courts, hot tubs, septic tanks, fuel tanks, terraces, patios, decked areas, driveways, footpaths, walls, fences, gates, hedges and fixtures and fittings all within the boundaries of the home. Your home must be built of brick, stone or concrete and roofed with slate, tiles or asphalt unless described differently under any endorsement (other than garden sheds, greenhouses and summer houses).

Contents - household goods, home office equipment, valuables, sports equipment and personal belongings (not including hearing aids, mobile phones and accessories) that you or a member of your household own or are legally responsible for. We will also cover fixtures and fittings (as long as they are not your landlord's fixtures and fittings) and interior decorations you own if you are the tenant of the building.

Domestic Employee – Any employee of the insured carrying out solely private domestic work at the insured address. This excludes any involvement in farming, building, grounds-work, electrical, plumbing, structural or roofing work.

Domestic Outbuildings – sheds, garages greenhouses and other buildings (but not caravans, mobile homes or motor homes), which do not form part of the main buildings of the home and are not used for business purposes.

**Endorsement –** a variation to the terms of the policy.

**Excess** – the first amount of a claim which you must pay.

Flood - the escape of water from the normal confines of any natural or artificial water course (other than tanks, apparatus or pipe), lake, reservoir canal, dam or inundation from the sea.

Home – the private residence as shown in the schedule and its outbuildings (all of which are not used for any business purposes other than paperwork, phone calls and computer work).

**Home office equipment** – business computers, fax machines, photocopiers, typewriters and business phone equipment.

**Money** - cash, cheques, traveller's cheques, postal and money orders, current postage stamps, National Savings stamps and certificates, Premium Bonds, gift vouchers, travel tickets and trading stamps.

Period of insurance – the period of cover shown in the schedule, and any further period for which we agree to insure you. For the purpose of the no-claims discount, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

Personal belongings – luggage, clothing, jewellery, watches, sports and musical equipment and items you normally wear or carry with you. All items must belong to members of your household or be your legal responsibility.

Schedule – a document that includes your details, dates of insurance, the property insured and the sums insured. The schedule forms part of this policy.

**Unfurnished** – does not contain enough furniture, furnishings or appliances for normal living conditions

**Unoccupied** – not lived in by a member of your household or anyone authorised by you as your or their permanent address.

Valuables – jewellery, items of precious metals, timepieces, photographic equipment, works of art, antiques, furs, musical instruments, collections of stamps, curios, coins or medals. The most we will pay is €3,000 for any single item and 33% of the contents sum insured in total for these items.

We, us - Liberty Insurance.

Your household - you and all others permanently living with you (apart from tenants or paying guests) at the home.

**You, your -** the person or people noted in the schedule under 'Proposer(s) Details'.

## **No-claims discount**

For the purpose of the no-claims discount, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

If no claim is made during a period of insurance, we will reduce the renewal premium at the renewal date in line with our no-claims discount scale. You can ask us for details of the no-claims discount scale.

If a claim is made during a period of insurance, your no claims discount may be reduced at the renewal date and we may also load your premium.

You cannot transfer your no-claims discount to anyone else.

## **Protection against inflation**

To help protect you against inflation we may adjust the sum insured in line with indexes such as the House Building Cost Index prepared by the Department of the Environment and the Durable Household Goods Section of the Consumer Price Index prepared by the Central Statistics Office.

- The adjustments apply to your buildings and contents sum insured but not to any limits that apply.
- If the index falls, your sum insured will stay at the same level.
- When you renew your policy, your premium will be based on the adjusted sum insured.

You should not rely on this inflation protection or index linking alone. We strongly recommend that you review your Sum Insured on an ongoing basis as you are responsible for ensuring that this is adequate for your needs.

## **Adequate sums insured**

It is your responsibility to ensure your sums insured are adequate. If your sums insured are not adequate you must advise us. For buildings the sum insured should cover the total cost of reinstating the buildings. For contents, valuables and personal belongings the sum insured should cover the cost of replacing all the items as new.

If you do not have sufficient cover for these sections you will not have enough cover in the event of a claim. For example, if the amount you have insured on your policy is equal to 75% of the full value, then you will only receive 75% of any claim.

## Making a claim

If you need to make a claim, the main steps are outlined below. It is important that you also read the claim conditions under section 'Conditions which apply to the whole policy'.

- Check your schedule and policy booklet which tells you what is covered and read the claims conditions under section 'Conditions which apply to the whole policy'.
- Inform the Gardai immediately in the case of theft, attempted theft or malicious damage and get a copy of the Garda report.
- Contact us immediately on the claims 24-hour helpline.
- While we can agree some claims over the phone, we may need to ask you to fill in a claim form and give us further information, or we may want to arrange a visit and inspection.
- You should arrange to have emergency repairs carried out to
  prevent possible further damage to your property. However, you
  must not carry out any other repairs or throw away any damaged
  items. Please refer to the section below to find out how we can help
  you in an emergency.

Claims 24-hour helpline

1850 85 8530



Emergency repair helpline Conditions which apply to the whole policy

## **Emergency repair helpline**

If you have a home emergency you can call this helpline at any time and we'll put you in touch with reliable tradespeople (such as a plumber, locksmith, glazier or electrician).

You will have to pay any charges for the tradespeople called out to help you, unless the cost is covered by Emergency Home Repair on your policy. Check your schedule to see if you have Emergency Home Repair, and for details of what is covered please see the Emergency Home Repair section on pages 37 to 39.

If the damage is not covered by Emergency Home Repair or you do not have Emergency Home Repair, you may be able to claim back these charges (less any excess) under your home policy.

We do not accept responsibility for any expenses, resulting loss or legal liability for any loss or damage to property or loss or damage any person suffers arising from using or not using this service.

Please do not use this helpline to report an insurance claim. If you want to report an incident or claim, please contact the claims helpline on 1850 85 8530.

Emergency repair 24-hour helpline

1800 209 300



## Conditions which apply to the whole policy

These general conditions apply to all sections of this policy.

Where we refer to 'you' for the purpose of these conditions it includes your personal representatives.

- 1 We will only have to make a payment under this policy if:
  - a all the answers in the proposal and declaration for this insurance are true and complete; and
  - **b** you meet the terms, conditions and endorsements of this policy. The proposal and declaration form the basis for this contract.

#### **Cancelling your policy**

You may cancel the policy at any time by telling us.
If you want to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining.
If you cancel your policy in the first year of insurance, but after the first 14 days, we will work out your refund based on our cancellation rates as shown below.

Period of cover no more than	Percentage refund of annual premium
1 month	80%
2 month	70%
3 month	60%
4 month	50%
5 month	45%
6 month	35%
7 month	25%
8 month	20%
9 month	10%
Over 9 months	0%

If your policy is cancelled at any other time, we will refund your premium for any remaining period of insurance, less an administration fee of €25.

If you pay by instalments, you have agreed to pay the premium on the due date, or dates, as set out in your instalment agreement. If you do not make a payment on time, we can cancel the policy by sending you

Conditions which apply to the whole policy

Conditions which apply to the whole policy

10 days' written notice to your last known address. The refund we pay you will be based on the cancellation rates above. If the amount you have paid at the cancellation date does not cover the premium, we have the right to recover the money that you owe.

We do not refund any amount which is less than €25.

We will only refund premiums as long as there has been no claim or loss during the current period of insurance.

3 We may cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining.

#### **Duty of care**

- 4 You must take all reasonable steps to:
  - a make sure you keep the buildings in a good condition;
  - b (i) Make sure all locks on the outside doors and windows are in full and effective operation
    - (ii) Ensure that, where you have received a discount for having an alarm or it is a condition on your policy, the alarm is maintained and set and working when no one is at home. (You should immediately send us copies of any letters you receive that say the Gardaí or other monitoring provider are withdrawing their response to alarms or any warning letters relating to same); and
  - c avoid injury, loss, destruction or damage.

#### **Policy changes**

- 5 You must tell us about any change of circumstances which may affect your insurance, for example:
  - a if you change your address;
  - **b** if your home has been unoccupied for more than 30 days in a row;
  - c if you are convicted of, or you are facing possible conviction for, any offence other than a motoring conviction;
  - d if you plan to make any structural changes to the property, including extensions; or
  - e if you let your home to tenants or share with lodgers.

If you are not sure whether you should tell us about any change, you should tell us anyway. When you tell us about a change, we may then review your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
- cancel the policy and treat it as though it has never existed.
- 6 If the terms of your policy change in any way, we may charge you an administration fee of €25.

We do not refund any amounts less than €25, and we will not charge any amounts which are less than €25 which arise as a result of a change to the risk. We will only refund any premium if:

a we have received all the documents we need to carry out the alteration.

#### Claims

- 7 If any injury, loss or damage is covered totally or partly by any other insurance, we will only make a payment if you have used up all the cover under that policy. This does not apply to the Fatal injury benefits under Section 2.
- 8 a As soon as you know about any loss, damage or accident, you must phone us and report the incident straightaway (or as soon as possible). We may send you a claim form which you must fill in and return as soon as you can.
  - b You must not carry out any repairs (other than emergency repairs to limit damage) without our approval, or throw away any damaged items before we have had a chance to see them.
  - c Following loss or damage as a result of theft, attempted theft or malicious damage, you must contact the Garda straightaway and send us a Garda report. The report must say that the loss or damage was the result of theft, attempted theft or malicious damage.
  - **d** You must also let us know, as soon as you know, about any possible prosecution or inquest in connection with any event.
  - e You must be able to prove your loss. To help with this we may ask you to give us reasonable information such as original receipts, invoices, instruction booklets, bank statements, photographs or any further proof to help with your claim.
  - f You, or any other insured person, must co-operate with our investigations. You must never accept responsibility or offer or promise payment without our written permission.
  - g We will be entitled to take over and act in your name (or in the name of any other insured person) to defend or settle any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit), to recover compensation from others for anything covered by this policy. We will be able to decide how any proceedings or settlements are handled.
  - h You must, within a reasonable time, allow us to enter the insured property where the loss or damage has happened. We may take possession of the property and deal with the salvage (anything that can be saved and used again) in a reasonable way. You must not abandon any property for us to deal with.
  - i If you make a claim, we are entitled to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters, and instruct them to act on our behalf.
  - i If you make a claim, we will decide on how best to cover your loss.

Conditions which apply to the whole policy

Exclusions which apply to the whole policy

9 If you are paying by instalments, you must pay the full yearly premium if you make a claim during the current period of insurance. We have the right to take the outstanding premium you owe from any claim amount we may pay you.

#### Fraud

- 10 You and anyone else acting for you or insured under this policy will lose all rights under the policy if you or they:
  - a provide fraudulent or misrepresentative information when applying for, renewing or amending the policy;
  - **b** act fraudulently or exaggerate a claim;
  - provide information to support a claim that is not true and complete;
  - d provide false or stolen documents;
  - deliberately fail to tell us of some or all facts relating to a policy or claim; or
  - f make a claim for loss or damage caused by your or their deliberate act or with your knowledge or involvement.

We may also prosecute you or any person acting for you or insured under this policy. We may also tell An Garda Siochana, other law-enforcement agencies, other companies in the Liberty Mutual Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies, government agencies, regulatory authorities and other organisations concerned with fraud.

#### Choice of law

11 You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

#### Currency

12 All money paid under this policy will be paid in euros.

#### Language

13 Your policy and all communications between you and us will be in English.

#### Insurance Act 1936

14 All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

#### **Stamp Duties Consolidation Act 1999**

15 Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

## **Exclusions which apply to the whole policy**

These general exclusions apply to all sections of this policy.

We will not provide cover for any of the following.

#### Radioactive contamination, war, terrorism and sonic bangs

- 1 Loss or damage to any property, or any loss, expense or legal liability directly or indirectly caused by or contributed to or arising from:
  - a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it;
  - c war, riot, revolution, acts of terrorism or any similar event; or
  - **d** pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

#### Failure of computers and electrical equipment

- 2 Any loss or damage caused directly or indirectly from:
  - a any computer, other electrical equipment, part or program failing to correctly recognise any date as its true calendar date; or
  - **b** computer viruses.

#### Confiscation

3 Loss or damage due to any government, or public or local authority taking, keeping or destroying your property.



Exclusions which apply to the whole policy

#### **Deliberate or existing damage**

- 4 Any loss or damage:
  - a caused by any deliberate act by you, a member of your household, your domestic employees (for example, a cleaner) or any other person living in the home; or
  - b which happened before or as a result of an event which happened before this cover started.

#### **Consequential loss**

5 Loss or damage which happens as a result of a loss covered by this policy.

#### **Matching sets and suites**

6 We will not pay for the cost of replacing any undamaged items that form part of a collection, set or suite, or are part of a common design. If there is damage to floor coverings, we will only pay for the cost of replacing the damaged part or, if we can't find a matching part, the floor covering in the room where the damage happened and not undamaged floor coverings in other rooms or areas.



#### **Unoccupancy clause**

- 7 Whenever your home has been unoccupied for 30 days in a row or more, the following terms and conditions apply.
  - a The insurance will not include loss or damage to valuables or money from the buildings.
  - **b** The insurance will not include loss to all other contents and buildings caused by:
    - water or oil escaping from or freezing in any fixed water or heating installation;
    - theft or attempted theft;
    - · damage to fixed glass, mirrors and sanitary-ware;
    - riot, civil commotion, labour and political disturbances;
    - · malicious damage; or
    - damage to domestic appliances caused by freezing.

#### **Pollution and contamination**

- 8 We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination, unless it is caused by:
  - a a sudden unexpected incident; or
  - b oil leaking from any fixed heating installation or from any domestic appliance in your home.

#### **Defective and faulty causes**

- **9** Any loss or damage caused by:
  - a faulty workmanship
  - **b** defective and or faulty materials
  - **c** defective and or faulty design.

#### Wear and tear

- 10 Any loss or damage
  - a Caused by wear, tear or any gradually operating cause
  - **b** The cost of general maintenance.

#### **Mechanical/Electrical Breakdown**

- 11 Any loss or damage
  - a Caused by mechanical or electrical breakdown
  - Caused by the use of faulty or unsuitable materials/design, or faulty workmanship

#### Business, trade or professional purposes

12 Any loss or damage to any property held or used for any business, trade or professional purposes other than Home office equipment.

Section 1 Buildings Section 1 Buildings

## **Section 1 Buildings**

Please read your schedule to see if buildings cover applies.

#### Part A Standard cover - Buildings

We will insure the buildings against loss or damage caused by the insured risks shown below along with the following:

- 1 Architects', surveyors', legal and other fees needed to repair or reinstate the buildings, but not fees in preparing a claim, for example, loss assessors or any other expert you hire.
- 2 Expenses we agree to for:
  - a removing debris;
  - b dismantling or demolishing the buildings; and
  - c shoring up or propping up the buildings.
- 3 Any costs you have to pay to keep to building or other regulations arising from government legislation or bye-laws of any municipal or local authority (but not if you received notice before the damage happened) but only so far as this applies to damaged parts of the property.
- 4 The costs you need to pay to return the buildings to their condition when new without taking off any amount for wear and tear. This does not include any costs in rebuilding, repairing or restoring the buildings if they are made either better than or bigger than when new. We will only pay costs if:
  - a the property insured has been maintained in good repair; and
  - **b** the sum insured is enough to cover the cost of rebuilding the buildings as new (at the time of the loss or damage). If the rebuilding or repair is not carried out, we will take off an amount for wear and tear when we pay your claim.

#### **Excess**

You must pay the relevant policy excess (the first amount of any claim you make) as shown in the schedule, for each claim unless we say otherwise in the policy.

#### **Insured risks**

	What is covered	What is not covered
1	Fire (including smoke), lightning, earthquake and explosion.	Loss or damage caused by smog, agricultural, forestry or industrial operations, or anything that happens gradually.
2	Impact by aircraft or other flying objects or articles dropped from them hitting the home.	

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Section 1 Buildings Section 1 Buildings

	What is covered	What is not covered
7	Falling trees or branches.	<b>a</b> Destruction or damage caused by felling or lopping.
		<b>b</b> Destruction or damage caused to fences, gates or hedges.
		<b>c</b> The cost of removing fallen trees or parts of them unless they have given rise to a valid claim under this policy.
8	Falling radio and television aerials (including satellite dishes), their fittings and masts.	Loss or damage to the aerials, fittings, dishes and masts themselves.
9	9 The buildings being hit by any road or rail vehicle (or anything falling from them) or animal.	Loss or damage caused by pets.
10	Riot, civil commotion, labour and political disturbances, vandalism and acts by malicious people.	<b>a</b> Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.
		<b>b</b> Destruction or damage by vandalism or malicious acts by you, your household, paying guests or tenants, or by any person legally entitled to be in or on the buildings.
11	11 Subsidence, heave or landslip of the site on which the buildings stand.	a Destruction or damage caused by bedding down of any structures, faulty design, inadequate construction of foundations, demolition, structural alteration or structural repair.
		<b>b</b> Septic tanks, fuel tanks, terraces, swimming pools, hot tubs, tennis courts, patios, decked areas, driveways, footpaths, walls, fences, gates and hedges unless the home is also damaged at the same time by the same cause.
		c Solid floor slabs unless the foundations beneath the outside walls are damaged at the same time.
		<b>d</b> Loss or damage caused by the coast or river bank wearing away.

# Part B Additional Cover - Buildings Excess

You must pay the excess (the first amount of any claim you make), as shown in the schedule, for each claim unless we say otherwise in the policy.

	What is covered	What is not covered
a	Damage to pipes and cables We will cover accidental damage to underground water, drain, sewage, oil and gas pipes and underground electricity, television and phone cables extending from the buildings to the public mains or septic tanks you are legally responsible for.	
b	Extension for someone buying your home If you have agreed to sell your interest in the buildings, the buyer who completes the purchase will have the benefit of the insurance in section 1 up to the date the contract for purchase completes. This does not apply if they have other insurance cover on the building, and it does not affect your or our rights and liabilities.	
С	Breaking glass We will cover accidental breakage of all fixed glass and fixed sanitary fittings which form part of the building.	Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.
d	Loss of rent and the cost of alternative accommodation  If you cannot live in your home because of loss or damage caused by any of the insured risks, we will pay: i the amount of rent you would have received if your home was let; or ii the reasonable cost of renting similar accommodation for the period you cannot live in your home	We will not pay more than 15% of the buildings sum insured.

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Section 1 Buildings Section 1 Buildings

#### What is covered What is not covered a Loss or damage which happens during any e Access for repairs period when the home is unfurnished or We will pay to remove or replace any part of unoccupied for more the 30 days in a row. the buildings necessary to repair any fixed domestic water or heating installation where **b** Damage to the installation or appliance water or oil has escaped. from which the water or oil has escaped. We will not pay more than €650 for any one claim under this section. The excess will not apply to claims under this section. f Fire Brigade Charges We will pay for Fire brigade charges up to €2,000 to control or extinguish a fire affecting or likely to affect your Buildings, provided that these charges are not covered elsewhere under any other Insurance policy. The most we will pay is €2,000 for any one claim under this policy. Title deeds We will not pay more than €750 for any one We will pay the cost of preparing new title claim deeds for your home if they are lost or The excess will not apply to claims under this damaged by any of the insured risks under section. Section 1 Part A while in your home or kept by a bank, solicitor or mortgage lender.

#### **Optional extension**

#### Part C Accidental damage - Buildings

This extension only applies if the schedule shows that you have accidental damage cover for buildings.

#### **Excess**

You must pay the excess (the first amount of any claim) you make, as shown in the schedule, for each claim.

What is covered	What is not covered
We will pay for accidental damage to the buildings.	<b>a</b> Damage while your home, or any part of it, is lent, let or sublet.
	<b>b</b> Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.
	c Damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus, electrical or mechanical breakdown or anything which happens gradually.
	d Loss or damage by a cause listed in or specifically excluded by Part A of Section 1 Buildings.
	e Damage by faulty workmanship, materials or design.
	<b>f</b> Damage by chewing, scratching, tearing or fouling by domestic animals.
	g Demolition of, or structural alteration or structural repair to, your buildings, or damage caused by any of these.
	h Damage caused by the process of cleaning, repairing, taking apart, changing or restoring.

Section 1 Buildings Section 2 Contents

#### How we settle claims

If your buildings are damaged or destroyed by any cause covered by this section, the following will apply;

- 1 We may pay the cost of work carried out to rebuild, replace or repair your buildings or arrange for your buildings to be rebuilt, replaced or repaired. If we decide to pay a cash amount for the loss or damage, we won't pay more than our suppliers would charge.
- 2 We will take off an amount for wear and tear if the buildings have not been well maintained.
- 3 We will not pay the cost of repairing or restoring any undamaged part of the buildings.
- 4 We will not reduce the sum insured after paying a claim as long as you agree to carry out any recommendations we make to prevent further loss or damage.

The most we will pay will be the sum insured as shown in the schedule (less any excess) and will also depend on any limits shown in the policy. If, at the time of the loss or damage, the sum insured is less than the full rebuilding cost, we may take off an amount to reflect the difference between these amounts. For example, if the sum insured is equal to 80% of the full rebuilding cost, we may pay only 80% of your claim.

If any single event results in a claim under more than one section of the policy, only the highest excess will apply for that event.

If we have agreed to pay your claim and the total amount to be paid under this section is more than €3,000, we may keep up to 30% of the payment until the reinstatement work is complete. We will consider the work as complete when we have received and checked the final invoices and, if necessary, carried out a final inspection of the work. The inspection may be carried out by us or a representative we appoint.

Once we have settled your claim (less any amount we have kept back), we will agree a date that the reinstatement work should be completed by and the invoices sent to us. If you have not claimed the amount we have kept back after six weeks from the date we settled your claim, we will write to you to remind you of the unclaimed amount and our requirements to release the payment. If you need us to extend the agreed date, you should contact us to let us know. If we do not hear from you before the agreed date, we may close your claim.

#### If a company has a mortgage on your home

If you have a mortgage with a company (the mortgagee), their interest in this insurance will not be affected by any act you or anyone living in the property commits which increases the danger of loss or damage if the mortgagee is unaware of the act. However, the mortgagee must contact us immediately if they are aware of any act or neglect and they may have to pay an extra premium.

## **Section 2 Contents**

Please read your schedule to see if contents cover applies.

#### Part A Standard cover - Contents

#### **Excess**

You must pay the excess (the first amount of any claim you make) as shown in the schedule, for each claim unless we say otherwise in the policy.

#### What is covered What is not covered We will cover the contents within the a Property more specifically insured home against loss or damage caused by the elsewhere. insured risks shown in this section. **b** Money, stock or bond certificates, documents or certificates of any kind. c Motor vehicles (other than ride-on lawnmowers), boats, aircraft (other than hand-propelled or model aircraft), caravans, trailers and accessories in or on them, pets, livestock, plants, trees or shrubs, hearing aids, or mobile phones and accessories for them. **d** Property owned or used for business purposes (other than home office equipment).

## Limits of the amounts we will pay

We will not pay more than:

- 1 33% of the total sum insured under this section for valuables as defined on page 3 of this policy wording.
- 2 €3,000 for any single item of valuables as defined in this policy wording covered under this section unless the item is specifically referred to in the schedule. For items specifically referred to in the schedule, we will need a recent valuation or receipt (if you have not already provided one) if you make a claim. The valuation or receipt must be from before the loss or damage happened.
- **3** €3,500 for home office equipment.
- 4 €5,000 for contents in outbuildings.
- **5** €750 for heating oil.

#### **Insured risks**

	What is covered	What is not covered		
1	Fire (including smoke), lightning, earthquake and explosion.	Anything that happens gradually.		
2	Impact by aircraft or other flying objects or articles dropped from them and hitting the home.			
3	Theft or attempted theft.	<b>a</b> Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.		
		<b>b</b> Loss or damage unless violence or force are used to get into or out of the property when any part of the buildings is lent, let or sublet.		
		<b>c</b> Theft by deception, unless deception is used only as a way to get into your home.		
		d Theft to contents in domestic outbuildings unless violence or force are used to get into them.		
4	Oil escaping from any fixed heating installation.	<b>a</b> Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.		
		<b>b</b> Damage to the heating installation as a result of wear and tear.		
5	Water escaping from any fixed water or heating installation or from any domestic appliance.	a Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.		
		<b>b</b> Damage to the water or heating installation or domestic appliance.		
		c Damage caused by water leaking from shower units and baths through seals and grouting.		
		d Damage as a result of wear and tear.		

	What is covered	What is not covered	
6	Storm or flood.	<b>a</b> Loss or damage caused by frost.	
		<b>b</b> Damage caused by wear and tear or anything which happens gradually.	
7	The buildings being hit by any road or rail vehicle (or anything falling from them) or animal.	Loss or damage caused by pets.	
8	Falling trees or branches.	<b>a</b> Destruction or damage caused by felling or lopping.	
		<b>b</b> The cost of removing fallen trees or parts of them unless they have given rise to a valid claim under this policy.	
9	9 Falling radio and television aerials (including satellite dishes), their fittings and masts.	Loss or damage to the aerials, fittings, dishes and masts themselves.	
10	Riot, civil commotion, labour and political disturbances, vandalism and acts by malicious people.	a Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.	
		<b>b</b> Destruction or damage by vandalism or malicious acts by you, your household, paying guests or tenants, or by any person legally entitled to be in or on the buildings.	
11	Subsidence, heave or landslip of the site on which the buildings stand.	<b>a</b> Destruction or damage caused by any structures bedding down.	
		<b>b</b> The coast or river bank wearing away.	
		c Faulty design.	
		<b>d</b> Poor foundations, demolition, structural alterations or structural repair.	

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#### Part B Additional Cover - Contents

#### **Excess**

You must pay the excess (the first amount of any claim you make) as shown in the schedule, for each claim you make unless we say otherwise in the policy.

#### What is covered

#### a Money and credit cards within the home

This extension insures:

i money belonging to you or a member of your household up to €500 (unless we say otherwise in the schedule in any one period of insurance); and

ii amounts which you may legally have to pay under the terms of any credit card or cash-dispenser card as a result of losing that card and it then being fraudulently used (up to €1,500 unless we say otherwise in the schedule in any one period of insurance).

#### What is not covered

- Money and cards held for business use.
- Shortages due to mistakes or neglect.
- Any loss not reported to the Gardai within 24 hours of discovering it.
- Any loss you suffer after reporting the loss to the issuing authority.
- Liability resulting from:
- failure to report to the card-issuing authority immediately (no later than 24 hours) on discovering the loss;
- failure to keep to the conditions under which the card is issued; or
- from fraudulent use of the card by any person related to you or by a member of your household.

#### b Frozen foods

This extension covers the contents of a deep freeze or refrigerator if they are spoilt, up to €700 unless we say otherwise in the schedule. The cover applies if the loss happens in your home and is caused by: i the accidental failure of the freezing unit; ii a refrigerant or refrigerant fumes; or iii accidental failure of the electricity or gas supply which is not a deliberate act of the supply authority.

- Loss or damage if the deep freeze or refrigerator is more than 10 years old.
- Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.

#### c Pedal cycles

This extension covers pedal cycles and accessories on them up to €600 for each cycle unless we say otherwise in the schedule.

Any bicycle left unattended and unlocked away from the home, outbuildings or boundary.

The first amount of the claim, as shown in the schedule as 'Pedal cycles' excess.

#### What is covered What is not covered d TV. video, audio and computer equipment i Damage to tapes, cassettes, cartridges, records or discs of any kind. Accidental damage, while in the home, to TV. video, audio and computer equipment ii Damage to equipment designed to be portable while it is being transported, carried or moved. iii Damage to mobile phones or mobile phone equipment. iv Lost, destroyed or corrupted information or programs. We will not pay more than €2,000 for any one item. e Visitors' personal belongings i Property owned by paying guests. We will pay for loss or damage to your visitors' ii We will not pay more than €1.000 for any personal belongings while they are temporarily one claim under this section. in your home, where that loss or damage is caused by any of the insured risks under Section 2 Part A of this policy. Exclusions to a-e above i Damage caused by misuse. ii Mechanical or electrical breakdown (except for item b). iii Loss or damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus or anything which happens gradually. iv Damage caused by the process of cleaning, repairing, taking apart, changing or restoring: v Damage by chewing, scratching, tearing or

table continues overleaf

fouling by domestic animals.

equipment).

vi Property owned or used for business purposes (other than home office

	What is covered	What is not covered			What is covered	What is not covered
f	Replacement locks  We will pay the cost of replacing locks (including keys) to any outside door of the home if the keys have been stolen from the home or stolen from a member of your household during an assault.	We will not pay more than €650 for any one claim under this section.		j	j Tenant's liability i We will cover damage to the buildings and decorations inside for which you are responsible as a tenant if the damage is caused by one of the risks shown in section 1. ii We will also cover accidental damage	Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.  We will not pay more than 10% of the contents sum insured for this extension.  The excess will not apply to claims under this
g	Breaking glass  We will cover accidental breakage of mirrors, ceramic glass in cooker hobs, plate-glass tops to furniture and fixed glass in furniture while in the home.	Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.			for which you are responsible as a tenant to underground water, drain, sewage and gas pipes and underground electricity and phone cables extending from the buildings to the public mains, including underground television cables and oil pipes.	section.
h	,	i Damage by storm or flood to property not in a building.		k	Alternative accommodation	We will not pay more than 15% of the contents sum insured under this section.
	Loss of or damage to contents (not including money, TV, audio, video or computer equipment) while they are temporarily moved elsewhere in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, caused by the insured risks under Section 2 Part A.	<ul> <li>ii Theft, other than:</li> <li>from a bank;</li> <li>from any building where you or a member of your household is living, employed or involved in business; or</li> <li>while being moved to or from any bank or safe deposit while in your charge or</li> </ul>			If you cannot live in your home because of loss or damage caused by any of the insured risks, we will pay: i the rent for which you are legally responsible; or ii the reasonable cost of other similar accommodation for the period you cannot live in the home.	The excess will not apply to claims under this section.
		that of someone you have authorised.  iii Property moved to be sold, exhibited or to a storage facility.		<ul> <li>I Wedding and Christmas gifts</li> <li>The contents sum insured is automatically increased by 10%:</li> <li>i during the month of December only, to cover gifts and extra food and drink for the</li> </ul>	The contents sum insured is automatically	
		iv Property more specifically insured.				
		The accidental damage extension does not apply to this section.  We will not pay more than 15% of the contents sum insured for this extension.			Christmas season; or ii during one month before and one month after the wedding of any member of your household, to cover wedding gifts.	
i	Title deeds  We will pay the cost of preparing new title deeds for your home if they are lost or damaged by any of the insured risks under Section 2 Part A while in your home or kept by a bank, solicitor or mortgage lender.	We will not pay more than €750 for any one claim.  The excess will not apply to claims under this section.		m	Fatal injury benefit  We will pay €5,000 if you or your husband, wife or partner dies, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders.  We will only pay this benefit if you or your husband, wife or partner (or both of you) dies within 90 days of the incident.	The excess will not apply to claims under this section.

table continues overleaf

	What is covered	What is not covered
n	Jury service  We will pay €25 a day for each day you or your spouse or common law spouse are in court for jury service, as long as you give us satisfactory written proof of your jury service. A claim under this section will not affect your no-claims discount.	We will not pay more than €700 for any one claim.  The excess will not apply to claims under this section.
0	Contents in the garden Loss or damage to contents not in the home but within the boundaries of your home caused by the insured risks listed in Part A of Section 2 Contents.	i We will not pay more than €650 for any one claim.
		ii Loss or damage specifically excluded by Part A of Section 2 Contents.
p	Fire Brigade Charges  Fire Brigade charges up to €2,000 to control or extinguish a fire likely to affect your Contents, provided that these charges are not covered elsewhere under any other Insurance policy. The most we will pay is €2,000 for any one claim under this policy.	

## **Optional extension**

## Part C Accidental damage - Contents

This extension only applies if the schedule shows that you have accidental damage cover for contents.

#### **Excess**

You must pay the excess (the first amount of any claim you make) as shown in the schedule of each claim.

What is covered	What is not covered
We will pay for accidental damage to the contents.	a Damage while your home, or any part of it, is lent, let or sublet.
	<b>b</b> Loss or damage which happens during any period when the home is unfurnished or unoccupied for more the 30 days in a row.
	c Damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus, electrical or mechanical breakdown or anything which happens gradually.
	d Loss or damage by a cause listed in or specifically excluded by Part A of Section 2 Contents.
	<b>e</b> Damage due to faulty workmanship, materials or design.
	f Demolition of, or structural alteration or structural repair to, your buildings or damage caused by any of these.
	<b>g</b> Damage caused by the process of cleaning, repairing, taking apart, changing or restoring.
	<b>h</b> Damage by chewing, scratching, tearing or fouling by domestic animals.
	i Damage to clothing, contact lenses, stamps, hearing aids, plants, food or drink, money or pedal cycles.
	j Cracked, scratched or broken china, marble, porcelain, glass or other similar brittle items.
	k Lost or corrupted information or programs.

#### How we settle claims

If your contents are damaged by any of the causes covered under this section we can:

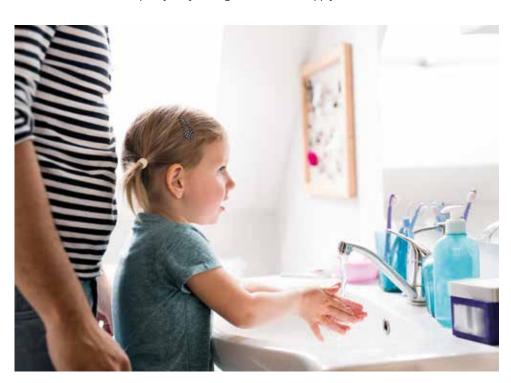
- replace them as new with an equivalent item; or
- pay an amount to replace the items as new with an equivalent item.

However, for items that can be economically repaired we will pay the cost of repair or, if we decide, we will arrange for their repair.

We will not reduce the sum insured after we pay a claim as long as you agree to carry out any recommendations we make to prevent further loss or damage.

The most we will pay will be each sum insured as shown in the schedule (less any excess) and will also depend on any limits shown in the policy. If at the time of loss or damage the sum insured is less than the cost of replacing all the contents as new, we may take off an amount to reflect the difference between these values. For example, if the sum insured is equal to 80% of the cost of replacing all the contents as new, we may pay only 80% of your claim.

If any single event results in a claim under more than one section of the policy, only the highest excess will apply for that event.



# Section 3 Personal Possessions in or away from the home – 'All risks'

Please read your schedule to see if this cover applies.

#### **Excess**

You must pay the excess (the first amount of any claim you make) as shown in the schedule of each claim.

#### What is covered

We will cover loss of or damage to:

 any item specified in the schedule up to each sum insured shown in the schedule while in the control of a member of your household:

2. personal belongings up to each sum insured for unspecified items shown in the schedule (there is a limit of €1,500 for any one item) while in your or a member of your household's control.

This applies:

- anywhere in the Republic of Ireland, Northern Ireland, Great Britain, or the Continent of Europe; and
- elsewhere in the world for up to 60 days in any one period of insurance.

#### What is not covered

a Items that don't belong to you or a member of your household.

**b** Damage caused by misuse.

**c** Any sports equipment while you are using it.

d Damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus, mechanical or electrical breakdown or anything which happens gradually.

**e** Damage by faulty workmanship, materials or design

**f** Damage by chewing, scratching, tearing or fouling by domestic animals.

g Any person, authority or agency confiscating or holding your property or attempting to do so.

h Motor vehicles (including ride-on lawnmowers), boats, aircraft, pedal cycles, camping equipment, caravans, trailers and accessories, pets, livestock, mobile phones and accessories, money, contact lenses or hearing aids.

i Property owned or used for business purposes (other than home office equipment).

table continues overleaf

What is covered	What is not covered
	j Damage caused by the process of cleaning, repairing, taking apart, changing or restoring.
	<b>k</b> Cracked, scratched or broken china, marble, porcelain, glass or other similar brittle items.
	I Lost or corrupted information or programs
	m Theft from an unattended motor vehicle, unless the item is in a locked boot, hidden luggage compartment or glove compartment and force has been used to enter the vehicle - we will also pay no more than €635 in any one incident.
	<b>n</b> Loss or damage by a cause listed in or specifically excluded by Part A of Section 2 Contents.

#### How we settle claims

When you make a claim for the loss of or damage to any property insured under this section we can choose to:

- replace the item as new with a similar item; or
- pay an amount to replace the item with an equivalent item.

We will not take off an amount for wear and tear as long as the sum insured represents at least the full replacement value of all the property insured.

Where an item is specified in the schedule we will need a valuation or receipt (if you have not already provided one) if you make a claim. The valuation or receipt must be from before the loss or damage and not more than two years old.

The most we will pay will be each sum insured as shown in the schedule (less any excess) and will also depend on any limits shown in the policy.

If any single event results in a claim under more than one section of the policy, only the highest excess will apply for that event.

## **Section 4 Liabilities**

#### **Part A Public liability**

#### What is covered

# If the schedule shows that Section 1 Buildings applies, we will cover damages that you are legally liable for as the owner of the buildings for accidents which happen during the period of insurance and that result in:

- bodily injury, illness or death of any person other than someone you employ or a member of your household; or
- loss of or damage to property not owned or in the control of a member of your household.

If you die, your legal representative will have the benefit of this section for any liability you may have for an event covered by this section.

#### What is not covered

We will not cover any liability arising from: a your trade, profession, business (other than as owner of the buildings) or employment;

**b** your personal liability not associated with owning the buildings;

**c** owning, having or using lifts or vehicles (mechanically or electrically propelled) or electrically assisted pedal cycles;

d accepting liability under an agreement unless you would have had the liability if the agreement did not exist;

**e** transmitting Aids or HIV-related illnesses or any sexually-transmitted diseases;

**f** owning any animals;

**g** owning, having or using any aircraft (other than hand-propelled or model aircraft) or watercraft (other than manually-operated rowing boats, punts or canoes);

h Asbestos or Asbestos dust; or

i owning a spa, whirlpool or hot tub unless it is disinfected and maintained in line with the manufacturer's recommendations.

We will not pay more than €2,600,000 for any one event. We will also pay the claimant's costs and expenses, and your costs and expenses if we have given our written permission.

Section 4 Liabilities Section 4 Liabilities

#### **Part B Personal liability**

#### What is covered

If the schedule shows that Section 2 Contents applies, we will cover damages that you are legally liable for:

1. as occupier or owner of the buildings: or 2. in your personal capacity anywhere in 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 days in a row.

This applies to accidents which happen during the period of insurance and that result in:

- · bodily injury, illness or death of any person other than someone you employ or a member of your household; or
- loss of or damage to property not owned or in the control of a member of your household.

If you die, your legal representative will have the benefit of this section for any liability you may have for an event covered by this section.

#### What is not covered

We will not cover any liability arising from: a your trade, profession, business or employment other than as owner of the buildings:

**b** you owning or using any land other than the home:

c any deliberate or malicious act:

d owning, having or using lifts, mechanically propelled vehicles (other than pedestriancontrolled gardening tools, motorised wheelchairs or as a passenger on any of these):

e accepting liability under an agreement unless you would have had the liability if the agreement did not exist;

f transmitting Aids or HIV-related illnesses or any sexually-transmitted diseases;

g owning, having or using any aircraft (other than hand-propelled or model aircraft) or watercraft (other than model watercraft, manually-operated rowing boats, punts or canoes);

h owning, having or using a firearm other than licensed sporting guns and airguns; i owning, having or using any dangerous implement (such as chainsaws, blowtorches, welding equipment or any equipment which needs the use of protective clothing) which is being used away from the home;

jowning or using any animals other than horses, cats or dogs, or any other animals normally domesticated in Ireland;

**k** owning or using dangerous dogs as defined in regulations made under the Control of Dogs Act 1986 or any further amendments to that Act if the dogs are not owned or used in line with those regulations;

I using entertainment equipment or facilities provided by someone else in connection with a social event:

#### What is covered What is not covered

m owning a spa, whirlpool or hot tub unless it is disinfected and maintained in line with the manufacturer's recommendations: **n** any liability for which you must have insurance cover under the terms of the Road Traffic Acts: or

Asbestos or Asbestos dust.

We will not pay more than €2,600,000 for any one event. We will also pay the claimant's costs and expenses, and your costs and expenses if we have given our written permission.



Section 4 Liabilities Section 5 Emergency Home Repair

#### Part C Liability to domestic employees

#### What is covered

If the schedule shows that Section 1 Buildings applies, we will cover the following.

We will cover your legal liability for damages, claimants costs and expenses for bodily injury or disease which any domestic employee suffers while in your employment in connection with your Home or any temporary residence in the Republic of Ireland or Northern Ireland. It must also be caused while the policy is in force.

#### What is not covered

We will not cover any liability caused by: a carrying out structural improvements or alterations;

b any member of your household, an independent consultant or their employees; or

c tree felling or lopping.

d Asbestos or Asbestos dust

e farming, building, grounds-work, electrical, plumbing, structural or roofing work.

We will not pay more than €2,600,000 for any one event. We will also pay the claimant's costs and expenses, and your costs and expenses if we have given our written permission.

We will not be liable under this section for any liability you have under an agreement which you would not have had if the agreement did not exist.

#### How we settle claims

#### **Maximum limit of our liability**

For any incident, we may pay you the maximum amount due under this policy or the rest of any maximum amount if we have already made payments for claims arising out of that accident. When we have paid you this, we will no longer be liable to you for the incident other than for the costs you paid or agreed to pay with our permission before we made the maximum payment. We will not be responsible for any damage you claim to have suffered as a result of our action or neglect in connection with this claim or proceedings.

#### Cover for your personal representatives

If you die, we will insure your personal representatives for any liability you are responsible for under the terms, conditions and limits of the policy. Your personal representatives must meet any terms and conditions of this policy in the same way.

## **Section 5 Emergency Home Repair**

Please read your schedule to see if you have 'Emergency Home Repair' cover.

We will only cover the cost for repairs we have authorised through the Home emergency helpline

If there is an emergency in your home, we can provide help 24 hours a day, 365 days a year.

If you make a claim under this section, it will not affect your no-claims discount.

Emergency repair 24-hour helpline

1800 209 300

#### **Definitions**

The following definitions apply as well as the definitions on page 3 of your policy.

- a Emergency repair a repair necessary to make your home safe and to prevent further loss or damage as a result of an unexpected or sudden incident that causes damage to your home by the insured risks on the next page.
- **b** Emergency an Emergency is defined as an unforeseen or sudden occurrence which results in damage to your domestic property demanding immediate action to:
  - a render the property safe and/or
  - **b** secure the building against further loss or damage.
- c Home (this definition replaces the definition on page 3 for this section (section 5) only - the private residence (excluding outbuildings) at the address shown in the schedule. Your home must be built of brick, stone or concrete and roofed with slate, tiles or asphalt unless described differently under any endorsement.

#### **Cover provided**

We will cover the cost of the call-out, labour and materials needed for the emergency repairs set out on page 38, up to a maximum of €260 plus VAT for each emergency. If the cost of the repairs go above these amounts, you must pay the difference. If the damage is covered by your policy and you make a claim, we will refund this amount less any excess.

This is not a maintenance contract for your home. This section covers emergency repairs and does not replace the cover on your home insurance policy.

Section 5 Emergency Home Repair

Section 5 Emergency Home Repair

#### **Insured risks**

	What is covered	What is not covered
1	Broken or damaged piping, leaks from sanitary fixtures and fittings, radiators and fixed water installations in your home. Blockages in drains or toilet waste pipes.	<b>a</b> The repair of damage caused by seepage, leaking or dampness even as a result of broken or damaged piping or other installation.
		<b>b</b> The repair of air-conditioning installations, electric showers, water-filtration units, hot tubs, Jacuzzis, drains and septic tanks outside your home.
		<b>c</b> Shared drainage facilities except within the boundary of your home.
2	Failure of the electrical supply in your home as a result of a fault or damage to an electrical installation inside the home.	a Repairs to lighting such as (but not limited to) bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances.
		<b>b</b> Alarm or telephone systems.
3	Your home being made insecure or if you can't get into your house due to loss or theft of keys, or damage to locks, as a result of theft or any other accidental cause, or if a child has locked themselves in a room.	Any work to:  a inside doors or fittings; (other than a situation where a child has locked themselves in a room)  b mechanical shutters or automatic garage doors.
4	Broken glass on outside windows or doors which makes your house unsafe.	
5	Storm damage or any other accidental damage to the roof which makes your home unsafe.	Any item excluded above.
6	The complete failure or breakdown of either the heating and/or hot water supply provided by the primary heating system in the property.	Any primary heating system which has not been maintained in line with manufacturers specifications.

#### **Additional services**

Once we have carried out an emergency repair we will also provide the following. Please note any limit outlined below is in addition to the standard limit of €260 +VAT

#### **Urgent message relay**

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

#### **Emergency services**

If you need the phone number of an emergency service, call the Freephone number 1800 209 300 and we will give you the phone number for the hospital, Garda station, fire brigade or 24-hour pharmacy you need.

#### **Alternative Accommodation**

If the property is deemed uninhabitable. We will provide overnight accommodation for 4 people at an establishment of your choice. Subject to a maximum of  $\leq$ 50 per person and an overall limit of  $\leq$ 200 for any one incident.

#### **Furniture Storage**

If your property is deemed uninhabitable, and it is necessary to remove household furniture for security reasons, we will provide 7 days storage for your furniture and transport to and from the security storage location up to a distance of 50km from your home. Subject to a maximum of €200 for any one incident.



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Section 5 Emergency Home Repair Endorsements

#### General conditions that apply to this section

- 1 You must keep your home in good condition.
- You must replace any parts of your home which are failing or showing signs of wear and tear as soon as you can after you discover any problems.
- 3 You must quote your policy number when you phone for help and give identification if the operator, tradesperson or any other agent asks for it.
- 4 We will do our best to arrange a quick service for all emergencies, but we cannot guarantee that there will not be delays in severe weather conditions that continue for a long time or if there is a shortage of tradespersons.

#### General exclusions that apply to this section

We will not cover the following.

- 1 Work that is not an emergency repair as shown on pages 37 and 38.
- 2 Work that is not in your home.
- 3 Work you have carried out without our permission.
- 4 An emergency that could have been avoided or that was deliberate and which was caused by you, a member of your household, your domestic employees or any other person living in the building.
- 5 Damage to your contents.
- 6 Liability or any loss caused by any act carried out to provide the emergency service.
- 7 More than four emergencies in any one period of insurance.

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

#### **Endorsements**

These endorsements only apply if they are shown in the schedule.

#### HHD1 - Valuables limit 40%

The valuables limit shown in Section 2 Contents is replaced with 40% of the Contents Sum Insured.

#### HHD2 - Valuables limit 50%

The valuables limit shown in Section 2 Contents is replaced with 50% of the Contents Sum Insured.

#### **HHD3 - Minimum security warranty**

There is no cover for loss of or damage to the insured property at the home caused by theft, malicious damage or vandalism unless the following or other security devices as agreed in writing by us apply.

- 1 All outside doors are fitted with a 5 lever mortice deadlock, deadlocking rim latches or key-operated security devices fitted to the top and bottom, as well as the existing locks, or a multi-point locking system that includes a lever or cylinder deadlock.
- 2 All patio or French doors must be fitted with a multi-point locking system that includes a lever or cylinder deadlock.
- 3 All windows on the ground floor and other windows that are easily accessible must be fitted with key-operated window locks.

You must lock all locking devices, take all keys out of the locks and keep them in a safe place whenever you leave the property unattended.

#### HHD4 - Alarm warranty

We have allowed a discount on your policy as you have told us that you have a burglar alarm fitted to your home. The burglar alarm must;

- be in full working order and set at all times when no person is home; and
- 2 have been fitted by an approved installer that holds a PSA (Private Security Authority) licence; and
- 3 meet EN50131 or IS199 standard.

You must tell us immediately if you receive notice from the Garda or monitoring company warning that they are withdrawing their response to alarm calls. If you do not meet all of the above conditions then we will not pay for any loss or damage by theft or attempted theft.

Endorsements Endorsements

#### **HHD5 - Safe warranty**

We will not pay for loss or damage to items of jewellery specifically referred to in the schedule under Sections 2 or 3 unless:

- 1 you are wearing or carrying them at the time; or
- 2 you keep them in a locked safe and you take all the keys out of your home, whenever there are no responsible adults in your home.

#### **HHD6 - Childminding**

We have amended, for the purposes of this section, the definition of 'home' to:

Home – the insured property as shown in the schedule and its outbuildings (and which is not used for any business purposes other than paperwork, phone calls, computer work or childminding of up to three children).

We have amended the exclusion of 'your trade, profession, business (other than as owner of the property) or employment' under Section 4 Part A of the policy to 'your trade, profession, business or employment (other than as owner of the property or for childminding of up to three children)'.

We have amended the exclusion of 'your trade, profession, business or employment' under Section 4 Part B of the policy to 'your trade, profession, business or employment (other than for childminding of up to three children)'.



#### HHD7 - Fire-only cover

The cover under this policy is limited to Section 1 and Insured risk 1 - Fire (including smoke), lightning, earthquake and explosion only until the home is permanently occupied.

#### **HHD8 - Flood exclusion**

There is no cover for loss or damage to your buildings or contents (or both) which is caused by flood.

#### **HHD9 - Commercial use of outbuildings**

There is no cover for loss or damage to any outbuilding or its contents used for commercial use.

#### HHD10 - Non-standard construction excess

An increased excess of €1,500 applies to any section of your building which is not built of brick, stone or concrete or roofed with slate, tiles or asphalt.

#### **HHD11 - Jewellery settings**

There is no cover for loss or damage to jewellery with a value of more than €10,000, unless their settings are assessed and serviced at least every two years by a qualified professional jeweller. We will also need written confirmation from the jeweller that the settings are in order.

#### HHD12 - Theft restriction clause

There is no cover for theft or attempted theft, malicious acts or vandalism unless there is evidence that force and violence were used to get into or out of the property covered under this policy.

#### **HHD13 - Subsidence exclusion**

There is no cover for loss or damage to your buildings or contents (or both) which is caused by subsidence, heave or landslip.

#### HHD14 - Roof warranty

It is a condition of the policy that any part of the roof that is flat or roofed with materials other than slate or tiles is inspected and maintained in line with the manufacturer's recommendations. If you have not received maintenance recommendations, the roof must be maintained at least every five years by a qualified roofer or builder. Any work they recommend must be carried out within 30 days.

There is no cover for loss or damage by storm or flood for any area of the property which is covered by a flat roof or material other than slate or tiles if you have not given us proof to confirm the roof has been maintained in line with the requirements shown above.

Endorsements Customer Care

#### **HHD15 - Holiday home**

While the property is unoccupied for more than 30 days, there is no cover for valuables, money or credit cards.

The exclusions of loss or damage while a property is unoccupied for more than 30 days will not apply if you keep to the following conditions.

- 1 Locks and bolts to outside doors and windows are put into operation.
- 2 Intruder alarms where installed are put into operation.
- 3 Weekly inspections of the house are carried out by you, your relatives, your neighbours or the managing agents.
- 4 During the months of October to March, you must make sure:
  - a the water supply is turned off at the mains and the water and heating system drained; and
  - b the gas supply and, if no intruder alarm is installed the electricity supply, are turned off at the mains unless you have an automatically controlled heating system which depends on the mains water system and it is kept in constant operation maintaining a temperature of 15°C.

#### **HHD16 - Increased Escape of water Excess**

An increased excess of €1,000 applies to any claim made for damage caused as a result of an escape of water.

#### HHD17 - Outbuildings of non-standard construction

There is no cover for loss or damage to any outbuildings or its contents which is built of non-standard construction.

#### **HHD18 - Increased Flood Excess**

An increased excess of €5,000 applies to any loss or damage to your buildings or contents (or both) caused by Flood.

#### **Customer care**

We are committed to providing all our customers and claimants with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer you have the right to complain.

- 1 Please contact our staff first to see if we can resolve any concerns you may have. Phone: 1890 89 1890. If you arranged your policy through a broker you can also contact them.
- 2 If you are not happy with our response, you can send your concerns in writing to our Customer Service Manager at:

Liberty Insurance

Dublin Road, Cavan

Co Cavan.

Email: feedback@libertyinsurance.ie

- 3 We will phone you to let you know we have received your complaint.
- 4 Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.
- 5 If you are not satisfied with our decision, or if we haven't given you a decision within 40 business days, you have the right to refer your complaint to the Financial Services and Pensions Ombudsman at:

The Financial Services and Pensions Ombudsman

3rd Floor

Lincoln House

Lincoln Place

Dublin 2.

D02 VH29

Tel: (01) 567 7000 Email: info@fspo.ie

Website: www.fspo.ie

Alternatively, any dispute between you and us about our liability for a claim or the amount to be paid, where the amount of the claim is €5,000 or more, must be referred within 12 months of the dispute arising, to an arbitrator appointed jointly by you and us. If we cannot agree on an arbitrator, the president of the Law Society of Ireland will appoint an arbitrator. If you do not refer such a dispute to arbitration within 12 calendar months of the dispute arising, the claim shall be deemed to have been abandoned.

We value feedback and welcome it as an opportunity to improve our service.

## **Summary Data Protection Notice**

At Liberty Insurance, we take your privacy seriously and we aim to be clear about how we use Personal Data\* relating to you. This Summary Data Protection Notice applies to the processing of personal data in the context of our activities in Ireland and gives you important information about how and why we process Personal Data\*. It includes the requirements of the General Data Protection Regulation\*.

This notice applies to all your dealings with us whether online or through offline correspondence. If you are providing information relating to other people such as named drivers\* or joint proposers you must ensure you have obtained the permission of any person who is also covered on your insurance and show this notice to them so that they can understand how we process their personal data\*. The policy of insurance is a contract between Liberty Insurance and any and all named drivers\* for data protection purposes only. A named driver\* is not party to the contract under any other circumstances and the terms and conditions of the insurance policy are not affected.

For more detailed information please see our Data Protection Notice at www.libertyinsurance.ie/GDPR.

The Privacy Terminology Explained section of the Data Protection Notice helps to explain any terms marked with a \*, that may be unfamiliar to you.

#### 1. Who we are and how to contact us

When we refer to Liberty Insurance in this Summary Data Protection Notice we mean, Liberty Seguros Compania de Seguros Y Reaseguros S.A., with its address at Paseo de las Doce Estrellas 4, 28042 Madrid, Spain, registered as a branch in Ireland (as Liberty Insurance) with Irish branch number 904632 and branch address at Dublin Road, Cavan. Co. Cavan, Ireland.

You can contact us on 1890 944 412 if you have any questions about how your Personal Data\* is processed\* by us.

#### 2. Personal Data\* we use and where we get this data from

As an insurance company we need to collect many categories of Personal Data\* (about you and other parties) for the purposes set out in this notice. The types of Personal Data\* we collect and process about you:

a. Types of Personal Data	Details
Individual details	Name, address (including proof of address), other contact details, gender, marketing preferences, marital status, occupation, date of birth, financial details, IP address*, metadata*, vehicle registration number, and family details including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your PPS Number, (or your National Insurance Number if you are in Northern Ireland or Great Britain) driver identity number, driving licence number, vehicle identification number, passport number and tax identification number.
Risk details	Information about you which we need to collect in order to assess the risk to be insured and provide a quote. This can include data relating to your criminal convictions, your claims history, your vehicle details and history to include NCT/MOT status, taxation and import status, driving licence, history and experience, your health, or other Special Categories of Data* as explained in more detail below. For more detailed information please see Section 2 of our Data Protection Notice.
Policy information	Information about the quotes you receive and policies you take out.
Claims information	Information about previous and current claims, (including other unrelated insurances), which may include data relating to your relevant criminal convictions, your health (e.g. injuries and relevant pre-existing conditions) or other Special Categories of Data* mentioned above.
Credit and anti-fraud data	Credit history, credit score, sanctions and criminal convictions, and information received from various anti-fraud databases relating to you.

#### b. Special Categories of Data\* and Criminal Convictions data

Special Categories of Data\* and personal data relating to criminal convictions and offences are treated slightly differently to other Personal Data\*, as there could be a greater impact if there was unauthorised use of this data, and therefore greater protection is needed. In the table below we show the Special Categories of Data\* and Criminal Conviction Data we collect and use:

Special Categories of Data*	Information about your health
Criminal Convictions Data and offences including penalty points	Details relating to any unspent criminal convictions/ offences you and anybody else covered under your policy may have or have committed.

#### c. Where we may collect your Personal Data\* from

We may collect your Personal Data\* from various sources, including:

- you;
- your family members;
- a joint proposer\* or anyone else insured under the policy;
- your insurance broker or intermediary;
- legal representative of a minor;
- your employer or representative which includes anyone who you have authorised to act on your behalf such as a legal representative or a translator;
- anti-fraud databases, court judgements and other databases;
- risk assessment service providers;
- geographical databases and insurance industry bodies and their databases including the Insurance Link database (you can obtain confirmation on what information is held about you and your previous claims on Insurance Link by visiting www.inslink.ie), Verisk Insurance Solutions Limited, Employers' Liability Tracing Office (if you are in the United Kingdom) and Cache (if you are in the United Kingdom);
- publicly available information including social media websites and online content, tv, radio and other media content and court judgments;
- third parties including the other party to a claim, witnesses, experts (including medical experts), loss adjustors, repairers, loss assessors, investigators, medical and legal practitioners, an Garda Síochána, the police, and other law-enforcement agencies, claims management firms and solicitors;
- Government agencies, statutory bodies (and their databases including the National Vehicle and Drivers File (NVDF), Motor Third Party Liability Database (MTPL) and the IIDS (Integrated Information Data Service) including the Motor Insurance Bureau of Ireland (we may also get information from the UK entity Motor Insurance Bureau) and the Personal Injuries Assessment Board;
- other insurers; and
- any other records which we may hold about you if you have or had any other contracts of insurance with or sought a quote from a Liberty Group company.

When we provide you with a quote or renew your policy of motor insurance, we access the NVDF and IIDS controlled by the Department of Transport, Tourism and Sport to validate driver numbers and number of penalty points per driver.

For more information on what categories of Personal Data\* we collect from what sources, please see Section 2 of our Data Protection Notice.

#### 3. Why we process your Personal Data\* and what our legal basis for doing so is

#### a. Legal basis for processing\* your information.

We are required to tell you the lawful reason for processing\* your data. These are called the Legal Basis for Processing\*. These are:

- a the use is necessary for the performance of your insurance policy or in order to take steps at your request prior to entering the policy (such as providing a quote);
- b the use is necessary to comply with our legal obligations;
- c you have consented to us using your information in such a way;
- d the use is necessary for the purpose of our legitimate interests of managing our business;
- e under Irish Data Protection law we are permitted to use health data in connection with your insurance policy.

We will not prejudice your rights when processing\* your information for our legitimate interests, however you have a right to object to us processing\* your Personal Data\* on this basis if you wish.

## b. The purpose of processing\* your information. The associated Legal Bases for Processing\* (from the panel above) is in brackets beside each.

- To assess insurance needs and the nature and level of risk associated with the proposed insurance policy to determine eligibility and premium (we only use your policy information for this purpose) (a)
- To verify identity (we only use your individual details for this purpose) (a, b, d)
- To verify the accuracy of the information we receive (we only use your identification details for this purpose) (a, b)
- To administer and manage your policy (a)
- To make or receive any payments, whether in relation to your policy, a claim or any other reason and to make decisions regarding deferred payment arrangements (a, b)
- To provide customer loyalty programmes and value added services (c, d)
- To inform you of other products and services that may be of interest (c)
- To carry out market and customer research\* (d)
- For staff training, performance reviews, records and discipline (d)
- To manage and investigate complaints (a)
- To manage and investigate claims (a, b)
- Statistical analyses within the EEA\* (d)
- For reporting purposes within Liberty Mutual group of companies\* (d)
- For reinsurance\* purposes (d)
- For compliance with all relevant laws and regulations (b)
- In order to store Personal Data\* (a, b, d)
- In order to make back-ups of that data in case of emergencies and for disaster recovery purposes (d)

The reason (i.e. legal basis) we process your Personal Data\* for a particular purpose may be different depending on whether you are a Policyholder\*, Named Driver\* or Third Party\*. For more detailed information about which legal basis we rely on for each type of data subject please see Section 3 of our Data Protection Notice.

## c. The purpose for processing\* Special Categories of Data\* and Criminal Convictions Data. The associated Legal Bases for Processing\* (from the panel above) is in brackets beside each.

#### Special Categories of Data:

 Health data is used for the purposes of providing quotes and underwriting, processing any claims you may have, managing reinsurance\* arrangements, fraud investigation and handling any complaints you may have – (d, e)

#### Criminal Convictions Data (including penalty points):

- For the purposes of assessing your insurance needs, and nature and level of risk associated with your policy – (a)
- For the purposes of fraud detection and prevention, money laundering and other offences (b)

For the purposes of processing claims – Under Irish Data Protection Law we are permitted to process criminal convictions data in connection with, legal claims, prospective legal claims, legal proceedings or prospective legal proceedings.

#### 4. What if you choose not to provide this information to us?

You are entitled to decide not to provide or to withdraw consent to allow us to process the Personal Data\* we need for the purposes listed above. However, you should note that without that Personal Data\* we will be unable to provide you with quotes, a policy, manage polices on your behalf or process claims and therefore you will not be able to benefit from the products or services we offer. If you have questions about the consequences for you of withdrawing consent or not providing certain Personal Data\*, please contact us.

#### 5. Who we disclose your Personal Data\* to and why

We disclose your Personal Data\* to:

#### A. take instructions in relation to your Policy:

- We will only take instructions to change a policy from you, your broker, your husband, wife or civil partner or your parent.
- We will only take instruction to cancel or lapse a policy from you.
- In some cases we will deal with other people contacting us on your behalf as long as we have your permission.
- If you would like us to deal only with you, please let us know. Please see Section 1 above for our contact details.
- In exceptional circumstances we may need to deal with other people, for example, if you are incapacitated and if your next of kin contacts us in relation to your policy.

#### B. share information as part of the day to day administration of your policy:

We share your information with the following categories of recipients:

- Liberty Mutual group of companies;
- Other insurers/intermediaries:
- Government/Regulatory/Statutory Bodies;
- Law enforcement agencies;
- External Databases:
- Marketing companies;
- Public registers; and
- Agents/Service Providers.

For more information on the specific entities we share your information with, please see Section 5 of our Data Protection Notice.

#### 6. Which countries we transfer some or all of your Personal Data\* to

Currently, we transfer your Personal Data\* as follows:

- Liberty Mutual Technology Group Inc.\* (Liberty Mutual Hosting Services) in the USA and Poland for securely storing the data;
- Liberty International Holdings, Inc.\* in the USA for analysing the data;
- Liberty Seguros Compania de Seguros Y Reaseguros S.A. in Spain for cross-border data processing activities;
- Liberty Mutual Insurance Company\* in the USA for analysing the data;
- Liberty Mutual Group, Inc\* in the USA for analysing the data;
- Sogeti Ireland Limited in India and the UK to obtain software development services;
- Harlosh Limited (t/a Target) and it's subcontractor TechMahindra, in the UK and India for software development and applications support services.
- EXLService Holdings, Inc. in India and the USA for administrative support with centralised finance and billing processes;
- Cognizant Worldwide Limited in India, the USA and the UK to obtain software development services;
- Amazon Web Services Inc. in the USA to obtain cloud storage services;
- Microsoft Inc. in the USA to obtain cloud storage services; and
- Escribe Outsourcing Services Private Limited in Canada and India for household claims administration support services.

#### 7. How long do we keep your Personal Data\* for?

We will keep your Personal Data\* for as long as reasonably necessary to fulfil the purposes and to comply with our legal and regulatory obligations.

This will involve retaining some of your Personal Data\* for a reasonable period of time after your policy or your relationship with us has ended or after your claim is closed.

If you would like further information about the periods for which your personal data\* will be stored, please contact us using the contact details in section 1 of this Notice.

We also retain certain limited details beyond the above time periods in order to validate and handle any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). In these circumstances we retain information such as the policyholder's name, the names of any named drivers, policy start and finish dates and cover details.

For late claims we will hold the data for a period of up to 25 years from the lapse or cancellation date of your policy or from the completion of a claim.

For latent claims we will hold the data for up to 60 years from the lapse or cancellation date of your policy. In both cases, the data will only be used in the event that a new claim is made by or against you.

## 8. Your rights to access, correct, delete, portability, and restrict the use of your Personal Data\*.

You have rights in relation to your Personal Data\*. These are:

- Right of access: the right to know what Personal Data\* we hold, why we hold it and how we process it:
- Right of rectification: the right to request us to correct any inaccuracies in your Personal Data\*;
- Right to be forgotten: the right to have your Personal Data\* erased in certain circumstances;
- Automated decision making\*: the right not to be subject to Automated individual decision making:
- Right to data portability: the right to get a copy of the information we have about you, or have it sent to another Data Controller\*;
- Right to restrict Processing\*: the right to restrict the processing\* of your information, for example while we check the accuracy of your information;
- Right to object: where our lawful basis for processing\* your Personal Data\* is based on our legitimate interests, you have the right to object; and
- Right to withdraw consent: the right to withdraw your consent if we are relying on it to process your Personal Data.

For more detailed information on any of your rights please see Section 8 of our Data Protection Notice.

If you need to use one of these rights, please contact our Data Protection Officer by email: DataProtectionOfficer@libertyinsurance.ie or by post: Data Protection Officer, Liberty Insurance, Dublin Road, Cavan, Co. Cavan, or by telephone: 1890 944 412.

#### 9. Automated Decision Making\*

Automated decisions are legal or important decisions that may affect you that are based on processing\* your Personal Data\* by a computer only. There is no human involvement in making these decisions. You have a general right not to be subjected to such an Automated Decision, including any automated profiling.

Automated decisions, to include profiling (described below) are made by us as part of our underwriting process, when examining, accepting or rejecting risks in order to charge an appropriate premium. This information is used to decide a risk rating and will apply to your risk profile to determine your premium. We also engage in profiling for marketing reasons and to report on analytics. Profiling is the processing\* of your Personal Data\* by a computer, to assess personal aspects about you such as your personal preferences, your location, your interests and your behaviours. For more information on how and why we use Automated Decision Making\* please see Section 9 of our Data Protection Notice. Where we use automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

#### 10. Your Right to Make a Complaint

If you want further information about the way your Personal Data\* will be used or if you are unhappy with the way we have handled your Personal Data\* you should contact our Data Protection Officer. You also always have the right to lodge a complaint with the Data Protection Commission. Their contact details are as follows:

Data Protection Commission,

21 Fitzwilliam Square South, Dublin 2, DO2 RD28.

www.dataprotection.ie

Tel: +353 (0)761104800 Tel: +353578684800.

E-Mail: info@dataprotection.ie

Alternatively, you have the right to lodge a complaint with our lead supervisory authority in Spain for cross-border processing activities. Their contact details are as follows:

Agencia Española de Protección de Datos (AEPD)

C/ Jorge Juan, 6

28001 Madrid

Spain

Telephone: 00 34 901 100 099

Web: https://sedeagpd.gob.es/sede-electronica-web/

#### **Making a claim**

# Claims 24-hour helpline **1850 85 8530**

If you need to make a claim, the main steps are outlined below. It is important that you also read the claim conditions.

- Check your schedule and policy booklet which tells you what is covered and read the claims conditions.
- Inform the Gardai straightaway in the case of theft, attempted theft or malicious damage and get a copy of the Garda report.
- Contact us straightaway on the claims 24-hour helpline.
- While we can agree some claims over the phone, we may need to ask you to fill in a claim form and give us further information, or we may want to arrange a visit and inspection.
- You should arrange to have emergency repairs carried out to prevent possible further damage to your property. However, you must not carry out any other repairs or throw away any damaged items.

#### Our service commitment to you

- 1. Following an incident Liberty Insurance will contact you and/or any other party within 24 hours or the next working day.
- 2. We will settle all claims as fairly and quickly as possible.

Liberty Insurance, Dublin Road, Cavan, Ireland

Tel: 1890 89 1890 (ROI) 00353 4943 68100 (Int)

info@libertyinsurance.ie www.libertyinsurance.ie