ARRANGED BY



You can trust in our service

Our Insurance Intermediary

# FLEXI HOME INSURANCE

**Policy Document** 

**UNDERWRITTEN BY** 



Patrona Underwriting Limited is regulated by the Central Bank of Ireland. Gefion Insurance A/S is authorised/licensed by the Finanstilynet in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules.

#### THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Gefion Insurance A/S
Østergade 10,
DK-1100 Copenhagen,
Denmark
www.gefioninsurance.com

Gefion Insurance A/S is authorised/licensed by the Finanstilynet in Denmark with FSA No.: 53117 and CBR No. DK 36016493.

Regulated by the Central Bank of Ireland for Conduct of Business Rules

#### THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



The Bushels Cornmarket Co. Wexford Telephone: +353 (0)53 9180300 Email: info@patrona.ie www.patrona.ie

Patrona Underwriting Limited is regulated by the Central Bank of Ireland

# Patrona Underwriting Limited FLEXI-HOME POLICY DOCUMENT

(Underwritten by Gefion Insurance A/S)

#### Welcome to Patrona

Thank **you** for buying a Patrona Underwriting insurance policy underwritten by Gefion Insurance A/S. **We** are really pleased that **you** have chosen **us** for **your** home insurance needs and **we** are confident that **you** will be satisfied with the cover and service **you** receive. This booklet contains everything **you** need to know about **your** insurance and how to contact **us**. This is **our** flexible home product, named **'Flexi Home'**. This product has been designed to allow **you** flexibility in terms of the range of cover **you** have selected to suit **your** needs as well as a range of cover, benefits and level of deductible. **Your** Schedule will identify which version of **'Flexi Home' you** have purchased and should be read in conjunction with **your** policy booklet, so make sure **you** keep it in a safe place.

#### **EXCEPTIONAL SERVICE**

**Our** claims service goes the extra mile and **we** are committed to doing the right thing for **you**. **We** aim to settle claims quickly and efficiently, even in the most difficult circumstances. If **you** ever need to make a claim, just call **our** friendly call centre on:

Republic of Ireland: 053 91 80333
Outside of Republic of Ireland: + 353 53 91 80333

Tony Wright CEO

Patrona Underwriting Limited

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#### Introduction

# Patrona Underwriting Limited FLEXI-HOME POLICY DOCUMENT

(Underwritten by Gefion Insurance A/S)

#### **Contract of Insurance**

This policy has been arranged by Patrona Underwriting Limited and is underwritten by Gefion Insurance A/S.This is a contract between **You** and **Us**.The contract of insurance consists of two documents:

- a) A policy document that details the extent of cover applying to each of the policy sections as well as the policy conditions and exceptions; and
- b) A **Schedule** that includes details of the risk address, operative sections and clauses, cover level applying, the **Sums Insured** and the **Period of Insurance**.

Under the relevant European and Irish legal provision, the parties to this contract of insurance are free to choose the law applicable to the contract. **We** propose that Irish Law governs this contract.

Please read these documents carefully. If they do not meet **Your** requirements or if **You** have any queries regarding the cover or terms and conditions, please contact **Your** insurance broker or intermediary.

**We** will insure **You** under those sections and for the items shown in the **Schedule** as operative during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the policy have been met.

The policy, **Schedule** and any **Endorsements** should be read as if they were one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The Statement of Facts is a record of the information provided by **You** and is the factual basis of this contract.

This document completed on **your** behalf by an Insurance Broker or intermediary is a record of all relevant information **you** gave and declarations made by **you** at the time the insurance was arranged and on which **we** have relied when agreeing to offer this Contract of **home** insurance.

If **you** do not give **us** full and accurate information of **material facts** at the start, and tell **us** about changes, this Contract of **home** insurance may no longer be valid and **we** may cancel **your** policy and/or refuse to deal with any claim.

# Important Things you should know

#### I. Important Information

Please read this policy document and the **Schedule**, (including endorsements) very carefully. Together with the information **you** gave **us** in the Proposal Form / Statement of Fact and declarations that **you** have made, they form the contract of **your** home insurance. **You** should pay particular attention to the general exclusions, general conditions and any **endorsements** that apply.

Please tell your Insurance Broker immediately if **you** have any questions, if the cover does not meet **your** needs or if any part of **your** insurance documentation is incorrect.

#### 2. Cooling-Off Period / Right To Cancel

**You**, the consumer, have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. To do this, **you** must advise **your** Insurance Broker. If **you** choose to cancel this policy during the Cooling-Off period and as long as **you** haven't made any claims, **we** will work out the premium for the period **we** have been insuring **you** and refund the balance.

#### 3. The Policy is underwritten by:

Gefion Insurance A/S

Østergade 10

DK-1100 Copenhagen

Denmark

Telephone: +45 70 60 69 00

Gefion Insurance A/S is authorised/licensed by the Finanstilynet in Denmark with FSA No.: 53117 and CBR No. DK 36016493

### The Policy is arranged by:

Patrona Underwriting Limited

The Bushels, Cornmarket, Wexford.

Telephone: +353 53 91 80300

Patrona Underwriting Limited is regulated by the Central Bank of Ireland

#### 5. Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see www.gefioninsurance.com or www.patrona.ie, or contact us using the details in Section 11 below.

In this Data Protection Notice:

**Insurer** refers to Gefion Insurance A/S,

**Intermediary** refers to Patrona Underwriting Limited, who arrange and administer insurance and handle claims,

together, referred to as "we", "us" and our."

**You / your** means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

4.

**Your data** means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

Please read the following carefully to understand our use of your data.

Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.

#### I. What Personal Data may we collect about you?

The types of data that are processed may include:

Category	Types of Data Collected
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti-fraud databases related to you.
Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

#### 2. The Purposes of, and Legal Basis for, Processing Your Data

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

· Quotation and Inception;

- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- b) it is necessary to support our legitimate interests in managing our business, including
  in connection with (i) the administration of the policy, (ii) improving our insurance
  products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v)
  transferring business, company sales and reorganisations; and (vi) obtaining reinsurance
  (including when reinsurers are deciding whether to provide us with reinsurance cover,
  assessing and dealing with reinsurance claims and meeting their legal obligations);
  provided in each case that such interests are not overridden by your interests and rights;
  and
- you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

#### 3. Criminal Convictions

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

#### 4. Special Categories of Personal Data

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- · you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

#### 5. Who We Share Your Information with

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us, your Intermediary and other insurers, either directly or via those acting for the Insurer;
- regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;

- legal, financial, medical and other professional advisors; and
- the Insurer's reinsurers and reinsurance brokers. Reinsurers will use your data to decide
  whether to provide reinsurance cover, assess and deal with reinsurance claims and to
  meet legal obligations. Reinsurers will keep your data for the period necessary for these
  purposes and may need to disclose it to other companies within their group, their
  agents and third party service providers, law enforcement and regulatory bodies.

Please see www.gefioninsurance.com for more detailed information on processing by the Insurer's reinsurers and other parts of the Insurer's group.

#### 6. Transfer of Personal Data outside the EEA

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

- Model Clauses: standard clauses in our contracts with the third parties described
  above to ensure that any personal data leaving the EEA will be transferred in
  compliance with EU data-protection law. A copy of our Model Clauses are available on
  request by using the contact details listed in Section 11 below; and
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

#### 7. How Long we Keep Your Data

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it.

Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

#### 8. Automated Decision Making

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time.

Where we base a decision on solely 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.

#### 9. Your Data Rights

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- request correction of your data if it is inaccurate or incomplete;
- request deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;
- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to request information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant affects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights please contact us using the details in Section I I below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

#### 10. Consequences of Failure to Provide Information

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section II below.

#### 11. Further Information

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

Insurer	Intermediary
Gefion Insurance A/S Data Protection Officer Østergade 10 DK-1100 Copenhagen Denmark Tel: +45 70 60 69 00 E-mail: info@gefioninsurance.com Gefion Insurance A/S is authorised/ licensed by the Finanstilynet in	Intermediary  Patrona Underwriting Limited Data Protection Officer Patrona Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 91 80300 E-mail: customerservices@patrona.ie
Denmark and is regulated by the Central Bank of Ireland for conduct of	
business rules.	

#### 12. Your Right to Complain to the ODPC

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of The Data Protection Commissioner. Please see the below contact details:

Data Protection CommissionerPhone:+353 (0)761 104 800.Canal HouseE-Mail:info@dataprotection.ieStation RoadWebsite:www.dataprotection.ie

Portarlington County Laois R32 AP23

#### 13. Important Information about This Data Protection Notice

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.

#### 6. Preventing and detecting fraud claims history

In order to prevent and detect insurance related fraud, we may do the following at any time:

- Share information about **you** with other Companies providing services to **us**.
- Check and/or file your details with fraud prevention agencies, registers and databases
  and if you give us false or inaccurate information/or make or attempt to make a
  fraudulent claim, this information will be recorded on the registers.

If **you** have any queries or would like more information about Data Protection, please write to the:

Office of Data Protection Commissioners

Canal House

Station Road

Portarlington

Co. Laois

Email: info@dataprotection.ie

Under the Data Protection Acts 1988 and 2003 of Ireland, **you** are entitled, if **you** pay a fee, to receive a copy of the information **we** hold about **you**.

#### 7. The law which applies to the contract

Under European law and the law of the Republic of Ireland, **you** and **we** can choose the law which will apply to this contract. **We** propose that the law of the Republic of Ireland will apply.

#### 8. Complaints Policy

#### I) Complaints Policy - All Policy Sections

**We** aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong.

We will do our best to deal with your complaint as effectively and quickly as possible.

**We** will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

**We** will provide **you** with the name of one or more individuals to be **your** point of contact in relation to the complaint until it is resolved or cannot be progressed further.

**We** will provide **you** with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

**We** will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control.

Where 40 days have elapsed and the complaint is not resolved, **you** can contact the relevant Financial Services Ombudsman Bureau.

Step I	If <b>you</b> arranged <b>your</b> cover through an agent or adviser, please send <b>your</b> complaint to them.						
Step 2	If <b>your</b> complaint is not sorted out to <b>your</b> satisfaction, please contact:  Customer Services Team Patrona Underwriting Limited The Bushels, Cornmarket Wexford Tel: 053 91 80322 Fax: 053 91 80399 Email: customerservices@patrona.ie Web: www.patrona.ie						
Step 3	If for some reason <b>you</b> are not happy with how Patrona Underwriting Limited has dealt with <b>your</b> complaint, please then contact the following:  Customer Relations Manager Gefion Insurance A/S Østergade 10 DK-1100 Copenhagen K Denmark E-mail: info@gefioninsurance.com Tel: +45 7060 6900						
Step 4	If you are still unhappy and:  a) Your complaint relates to the sales or administration of your policy, then contact:  Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2 D02 VH29  Tel. + 353 (0)1 567 7000 Email: info@fspo.ie Website: www.fspo.ie	b) <b>Your</b> complaint relates to the policy wording itself then please write to the Insurance Ombudsman in Denmark at:  Insurance Appeals Board, Anker Heegaard Street 2 Box 360 DK - 1572 Copenhagen V Denmark Phone: +45 3315 8900					

## 9. Insurance Act 1936 (Section 93)

All **money** which is paid or may be paid by **us** to **you** under this policy will be paid in The Republic of Ireland.

## 10. Stamp Duties Consolidation Act 1999

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

# **Definitions: Meaning of Words**

Certain words in the policy have the specific meanings given below. To help **You** identify these words in the policy **We** have printed them in **bold** throughout.

**Bodily injury** means death, injury, illness or disease.

**Buildings** means the **Home** built with brick, stone or concrete and roofed substantially (at least 50%) with slates, tiles, concrete or other incombustible materials, including its domestic outbuildings, garages, sanitary fixtures, swimming pools (but not outdoor spas, saunas and hot tubs) tennis courts, patios, terraces, drives, footpaths, walls, gates & decks; hedges and fences, aerials, satellite aerials and their fittings and masts securely attached to the Building, fuel, septic and service tanks, landlords fixtures and fittings, to the **Buildings**, fitted, wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances all on the same site provided they are all within the boundary of the **Home.** 

**Contents** means **Household** goods, personal belongings (including **Valuable property**), collections of stamps, coins or medals (up to €300), **Tenant's** fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €1,000) on or in the **Home**, all belonging to or the legal responsibility of **You** or a member of **Your Household**. The maximum limit in respect of any one item is as shown in Section 5 - Table of Benefits. The following property is not included as **Contents**:

- Motor vehicles (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- Deeds (except as outlined in Paragraph 19, Additional Benefits: Section 2 Contents), bonds, bills
  of exchange, securities, documents, manuscripts, or Money of any kind
- Property more specifically insured or any amount that You cannot recover from a more specific
  insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a
  specified item.

**Credit or debit cards** mean credit, cheque, bankers or cash dispensing cards.

**Endorsement** means changes to the terms of **Your** policy that are shown on the **Schedule**.

**Excess** means the monetary amount of any claim that is not insured. There are five types of **Excess** namely a) Standard, b) **Flood** Damage, c) **Subsidence**, d) Escape of Water/Oil, Snow Load, e) Voluntary **Excess** and these are clearly shown on the **Schedule**. The applicable **Excess** for each cover is stated in the policy.

**Family** means **Your** spouse, common law spouse, children (including adopted and foster children), parents and siblings who normally reside in the Home.

#### Flood

- 1. Escape of water from the normal confines of any natural or artificial watercourse (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam
- 2. Inundation from the sea whether resulting from storm or otherwise.

**Fungi** means any type of fungus including, but not limited to, all forms of mould or mildew and any mycotoxins, spores, scents, vapours, gas or substance including any by-products produced or released by **Fungi**.

**Geographical limits** means Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

**Ground heave** means the upward expansion of the ground resulting in damage to the building foundations.

**Home** means the private dwelling, garage and outbuildings used for domestic purposes at the address shown in the **Schedule**.

**Holiday home** means a house, bungalow, or self-contained purpose-built apartment at the address shown in the **Schedule** that is not **Your** main residence and is used solely for recreational and non-business purposes.

Household means Your Family and domestic staff permanently living in the Home.

**Landslip** means the downward movement of sloping ground.

#### **Material Facts**

A material fact is any fact which may influence the judgement of an insurer in deciding whether to accept a risk and if so at what rate of premium to apply.

How do **you** as an Insured know what an underwriter may regard as 'material'? If in doubt as to whether some piece of information is relevant, tell **us** anyway.

**Money** means cash, cheques, postal orders, bankers drafts, travel tickets, traveller's cheques, savings stamps and certificates, premium bonds, current postage stamps, credit notes, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

**Paying Guests** means guests paying for short-term accommodation and/or **Tenants**, co-**Tenants** or lodgers residing with **You**.

Period of Insurance means the period shown in the Schedule.

**Premises** means the Insured Property shown on the **Schedule** comprising of the **Buildings** and the land within the boundaries up to a maximum of 2 acres of land unless agreed by **us**.

**Schedule** means the document that gives details of the cover **You** have.

**Settlement** means the vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the Weight of the building.

**Single Article Limit** means the maximum amount which **We** will pay for any one article, set or collection unless it is specified separately on the policy

Subsidence means the downward movement within the ground independent of the building load.

**Sum insured** means the amount shown in the **Schedule** as the most that **We** will pay for claims resulting from any one incident.

**Tenant** means a person living in the **Home** under a rental or lease agreement with **You**.

**Tenanted** means a **Home** where there is a current rental or lease agreement in place and the **Tenant** continues to reside at the **Home** under that agreement.

**Unfurnished** means without sufficient furniture and furnishings for normal living purposes.

**Unoccupied** the property is deemed **unoccupied** when it has not been lived in for more than 30 consecutive days.

**Unternanted** means a **Home** where there is no current rental or lease agreement in place or where the **Tenant** has ceased to reside in the **Home**.

**Valuable property** means jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. Unless otherwise stated on the **Schedule** the most **We** will pay is outlined in Section 5 - Table of Benefits.

Insurers/We/Us and Our means Gefion Insurance A/S

You and Your means the person or people shown in the **Schedule** as the Insured.

# **Section I: Buildings**

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Buildings** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below and 10 where cover is shown as being included in the **Schedule**.

1.		NOT COVERED
	Fire, smoke, lightning, explosion or earthquake	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog.  The Standard <b>excess</b> shown in the <b>Schedule</b> .
2.	Storm, <b>Flood</b> or Snow Load	Loss or damage: • caused by frost, <b>Subsidence</b> , <b>Ground heave</b> or <b>Landslip</b> • to gates, fences or hedges • due to wear and tear or gradual deterioration • for loss or damage caused by weight of snow to gutters, fascia, soffit and to garages and outbuildings. <b>We</b> will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the <b>Buildings</b> .  The Standard <b>excess</b> shown in the <b>Schedule</b> for Storm, however, the excess will increase to €500 for loss or damage to any area of the Roof which is of non-standard construction.  The <b>Flood</b> or Snow Load <b>excess</b> shown in the <b>Schedule</b> .
3.	Subsidence or Ground heave of the site on which the Buildings stand or Landslip.	Loss or damage in respect of apartment blocks (purpose built or converted).  Loss or Damage:  • caused by <b>Settlement</b> due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials,  • caused by building on made-up ground or filled-in land, or caused by tunnelling work  • caused by leaking underground water pipes or sewers  • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, swimming pools unless liability is admitted under the policy for loss or damage to the <b>Home</b> from the same cause occurring at the same time,  • to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause, associated with such causes arising prior to inception of this policy.  Loss or damage if any part of the <b>Buildings</b> suffered previous loss or damage by <b>Subsidence, Ground heave</b> or <b>Landslip</b> unless it has been disclosed to and accepted by <b>us</b> .  The <b>Subsidence Excess</b> shown on the <b>Schedule</b> applies to this cover.

	COVERED	NOT COVERED
4.	Stealing or attempted stealing	<ul> <li>Loss or damage:</li> <li>while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force,</li> <li>caused by a member of the Household other than domestic staff</li> <li>caused after the Home is left Unoccupied for more than 30 consecutive days or while the Home is Unfurnished</li> <li>theft or attempted theft by any person lawfully on the Property,</li> <li>loss or damage caused by deception, unless deception is used solely to gain entry to Your Property</li> <li>losses not reported to the police within 24 hours of discovery</li> <li>the Standard Excess shown in the Schedule.</li> </ul>
5.	Riot, civil unrest, labour or political disturbance	The Standard excess shown in the Schedule.
6.	Vandals or malicious people	<ul> <li>Loss or damage caused:</li> <li>by any person lawfully on the Premises or any person invited onto the premises by You or a member of your Household.</li> <li>after the Home is left Unoccupied for more than 30 consecutive days.</li> <li>To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants</li> <li>while the Home is Unfurnished.</li> <li>The Standard excess shown in the Schedule.</li> </ul>
7.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation.	<ul> <li>Loss or damage:</li> <li>caused after the Home is left Unoccupied for more than 30 consecutive days</li> <li>while the Home is Unfurnished</li> <li>to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration.</li> <li>Loss or damage if the leak is shown to be present prior to policy inception</li> <li>to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units permanently sited hot tubs or saunas or by the ingress of water through defective or damaged seals or grouting.</li> <li>loss or damage by water discharged or leaking from an automatic or manual sprinkler installation.</li> <li>Loss or damage from Subsidence, Ground heave or Landslip that results from escape of water.</li> <li>The Escape of Water/Oil Excess shown on the Schedule applies to this cover.</li> </ul>

	COVERED	NOT COVERED
8.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	Loss or damage  • caused by Animals or Pets under <b>your</b> control  • to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels  The Standard <b>excess</b> shown in the Schedule.
9.	Falling trees or branches, aerials, aerial fittings or masts	Loss or damage to     gates, fences or hedges     Loss or damage caused by felling or lopping of trees     We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the Buildings.     to wind turbines and solar panels The Standard excess shown in the Schedule.
10.	Accidental Damage (Optional Cover to Buildings) (This extension only applies if the Schedule shows that You have Accidental Damage cover for Buildings are insured against accidental damage in addition to the perils listed in 1-9 above.	<ul> <li>While your home, or any part of it, is lent, let or sublet or solely accommodating Paying Guests.</li> <li>Wear and tear or gradual deterioration, gradually operating causes,</li> <li>Misuse or breakdown</li> <li>Insects, parasites or vermin,</li> <li>Corrosion, fungus, mildew or rot,</li> <li>Atmospheric or climatic conditions, frost or the action of light,</li> <li>Alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown,</li> <li>Chewing, scratching, tearing or fouling by domestic pets belonging to You or a member of Your Household,</li> <li>Any process of cleaning, drying, dyeing, heating or washing,</li> <li>Faulty design or workmanship or the use of faulty materials,</li> <li>Demolition, structural alteration or structural repair of the Buildings.</li> <li>For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination</li> <li>to Wind turbines</li> <li>Loss or damage whilst the Buildings are Unoccupied and/or Unfurnished for more than 30 consecutive days.</li> <li>The Standard excess shown in the Schedule.</li> <li>The Standard excess increases to €750 for accidental damage to Solar Panels.</li> <li>Any loss, damage or amount shown as not insured under paragraphs I to 9 of this section.</li> </ul>

# Settlement of Claims: Section I - Buildings

**We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

With the exception of a Total Loss, **We** will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **Buildings** provided that the work is done without delay or at **our** option **We** will arrange for the work to be carried out.

If repair or reinstatement is not carried out **We** will pay the reduction in market value resulting from the loss or damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **We** will pay under paragraphs I to 9 and 'Additional costs' below is the **Buildings Sum insured** 

Additional costs: **We** will pay the necessary and reasonable expenses that **You** incur in reinstating the **Buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the **Home** safe,
- the cost of complying with any government or local authority requirement following loss or damage unless You Were given notice of the requirement before the loss or damage.

#### We will not pay:

- fees for preparing a claim under this section
- costs in respect of undamaged parts of the **Buildings** (except the foundations of the damaged parts).

**Mortgagees clause**: The interest of the mortgagee shall not be prejudiced by any act or neglect by **You**, **Your Household** or any **Tenant** that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger, shall give notice to **us** and pay an additional premium if required.

#### Selling your home

If **you** are selling **your home**, **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

# **Additional Benefits: Section 1 - Buildings**

PROVIDED **BUILDINGS** ARE INSURED UNDERTHIS POLICYTHE FOLLOWING ADDITIONAL COVERS BASED ON THE POLICY STAR RATING SHOWN IN THE **SCHEDULE** APPLY

		STAR					
	COVERED	5	4	3	2	ı	NOT COVERED
11.	Accidental breakage of fixed glass in windows, doors, roofs, conservatories, porches, ceramic hobs or tops of cookers and fixed sanitary ware in the <b>Home</b> The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	1	X	X	<ul> <li>Loss or damage caused:</li> <li>To any item broken or cracked at the commencement of this insurance.</li> <li>after the Home is left Unoccupied for more than 30 consecutive days.</li> <li>while the Home is Unfurnished.</li> <li>by vandals or malicious persons lawfully on the Premises.</li> <li>For loss or damage while the home is lent, let or sublet</li> <li>To ceramic hobs or tops in moveable cookers</li> <li>The Standard excess shown in the Schedule</li> </ul>
12.	Accidental damage to Service Pipes and cables, underground pipes or underground tanks servicing the <b>Home</b> The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	1	1	X	<ul> <li>Loss or damage due to</li> <li>Wear and tear, rust or gradual deterioration.</li> <li>Loss or damage to Buildings or Contents.</li> <li>To Septic Tanks or domestic wastewater treatment systems unless it has been registered with The EPA as part of their national inspection plan</li> <li>The Standard excess shown in the Schedule</li> </ul>
13.	Trace and Access Cost to remove or replace any part of the <b>Buildings</b> necessary to repair any fixed domestic water or heating installation where water or oil has escaped The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	1	1	х	Loss or damage: To the item from which the escape occurred Caused after the home is left unfurnished or unoccupied for more than 30 consecutive days.

			S	TA	R	
		5	4	3	2	ı
14.	Rent and Alternative Accommodation  If the Home is made uninhabitable by damage from any event insured by this section, We will pay for:					
	<ul> <li>If You have Buildings cover:</li> <li>rent You would have received (provided You have notified us and the policy has been extended to cover this use)</li> <li>the reasonable extra cost of comparable alternative accommodation if You occupy the Home</li> </ul>	×	×	×	✓ ×	x
	If <b>You</b> have <b>Contents</b> cover:  the reasonable extra cost of comparable alternative accommodation if <b>You</b> occupy the <b>Home</b> the reasonable cost of temporary storage of furniture	1	1	1	x	У х
	but only during the period necessary to reinstate the <b>Home</b> to a habitable condition. The work of reinstatement or repair must be done without delay.					
	The limits provided under this section are shown in Section 5 - Table of Benefits					
15.	Alternative Accommodation for Pets If the Home is made uninhabitable by damage from any event insured by this section, We will pay for the reasonable extra cost of temporary accommodation for domestic pets but only during the period necessary to reinstate the Home to a habitable condition up to the limit shown in the Schedule.	1	x	x	x	x
	The work of reinstatement or repair must be done within 12 months maximum unless agreed otherwise.					
	The limits provided under this section are shown in Section 5 - Table of Benefits					
16.	Fire Brigade Charges Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the <b>Buildings</b> or <b>Contents</b> in circumstances which have given rise to a valid claim under this policy.	1	1	1	1	х
	The limits provided under this section are shown in Section 5 - Table of Benefits.					

#### **Section 2: Contents**

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Contents** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below and 10 where cover is shown as being included in the **Schedule**.

	COVERED	NOT COVERED	
1.	Fire, smoke, lightning, explosion or	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog.	
	earthquake	The Standard <b>excess</b> shown in the <b>Schedule</b>	
2.	Storm, <b>Flood</b> or Snow Load	<ul> <li>Loss or damage:</li> <li>caused by frost</li> <li>caused by water entering your Home due to wear, tear or deterioration;</li> <li>loss or damage to drives, patios and terraces, gates and fences, swimming pools, tennis courts,</li> <li>for property in the open</li> <li>loss or damage caused by rising water table levels</li> </ul>	
		The Standard <b>excess</b> shown in the <b>Schedule</b> for Storm	
		The Flood or Snow Load excess shown the Schedule	
3.	Subsidence or Ground heave of the site on which the Buildings stand or Landslip.	<ul> <li>Loss or Damage:</li> <li>caused by Settlement due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials</li> <li>caused by building on made-up ground or filled-in land, or caused by tunnelling work</li> <li>to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, and swimming pools unless liability is admitted under the policy for loss or damage to the Home from the same cause occurring at the same time</li> <li>to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause.</li> <li>associated with such causes arising prior to inception of this policy.</li> <li>Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground heave or Landslip unless it has been disclosed to and accepted by us.</li> <li>The Subsidence Excess shown on the Schedule applies to this cover.</li> </ul>	

	COVERED	NOT COVERED
4.	Stealing or attempted stealing	<ul> <li>Loss or damage:</li> <li>while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force,</li> <li>caused by a member of the Household other than domestic staff.</li> <li>caused after the Home is left Unoccupied for more than 30 consecutive days or while the Home is Unfurnished.</li> <li>theft or attempted theft by any person lawfully on the Property,</li> <li>loss or damage caused by deception, unless deception is used solely to gain entry to Your Property,</li> <li>losses not reported to the police within 24 hours of discovery</li> <li>The Standard excess shown in the Schedule.</li> </ul>
5.	Riot, civil unrest, labour or political disturbance	Loss or damage while:  the buildings are unoccupied for more than 30 consecutive days for loss or damage caused by <b>your Tenant</b> , guest or visitor  The Standard <b>Excess</b> shown in the <b>Schedule</b>
6.	Vandals or malicious people	Loss or damage caused:  • by any person lawfully on the <b>Premises</b> or any person invited onto the <b>premises</b> by <b>You</b> or a member of <b>your</b> Household  • after the <b>Home</b> is left <b>Unoccupied</b> for more than 30 consecutive days.  • while the <b>Home</b> is <b>Unfurnished</b> .  The Standard <b>Excess</b> shown in the <b>Schedule</b>
7.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation.  The limits provided under this section are shown in Section 5 - Table of Benefits.	Loss or damage caused:  • after the <b>home</b> is left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.  The Escape of Water/Oil <b>Excess</b> shown on the Schedule applies to this cover.
8.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	Loss or damage  caused by Animals or Pets under <b>your</b> control  to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels  The Standard <b>Excess</b> shown in the <b>Schedule</b>

	COVERED	NOT COVERED
9.	Falling trees or branches, aerials, aerial fittings or masts	The cost of removing fallen trees unless the buildings are damaged when the tree fell  Loss or Damage  by felling or lopping of trees or branches  to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels.  The Standard Excess shown in the Schedule
10.	Accidental Damage (This extension only applies if the Schedule shows that You have Accidental Damage cover for Contents) The Contents are insured against accidental damage in addition to the perils listed in 1-9 above.	Contents lost in the home  Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink.  Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles.  Damage caused by or arising from:  Wear and tear or gradual deterioration, gradually operating causes,  Misuse or breakdown  Insects, parasites or vermin,  Corrosion, fungus, mildew or rot,  Atmospheric or climatic conditions, frost or the action of light,  Alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown,  Chewing, scratching, tearing or fouling by domestic pets belonging to You or a member of Your Household,  Any process of cleaning, drying, dyeing, heating or washing,  Faulty design or workmanship or the use of faulty materials,  Demolition, structural alteration or structural repair of the Buildings.  For damage to contents within garages and outbuildings  Loss or damage whilst the Buildings are Unoccupied and/or Unfurnished for more than 30 consecutive days.  Damage to any part of the Home which is lent, let or sub-let or solely accommodating Paying Guests  Any loss, damage or amount shown as not insured under paragraphs I to 9 of this section.  The Standard Excess shown in the Schedule

#### **Settlement of Claims: Section 2 - Contents**

**We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

**We** will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

**We** will pay the full cost of replacement as new or repair of the **Contents** lost or damaged or at **our** option **We** will replace the **Contents** or arrange for the repair work to be carried out.

However, **We** will deduct an amount for wear and tear:

- for clothing, furs and linen,
- for floor coverings over 12 months old

The most **We** will pay under paragraphs I to 9 is the **Contents Sum insured** but see the limitations in the Definitions - Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **Valuable property**.

# **Additional Benefits: Section 2 - Contents**

PROVIDED **CONTENTS** ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS BASED ON THE POLICY STAR RATING SHOWN IN THE **SCHEDULE** APPLY

	COVERED		STAR				NOT COVERED
	COVERED	5	4	3	2	ı	NOT COVERED
11.	Accidental breakage while in the <b>Home</b> of mirrors, plate glass tops to furniture or fixed glass in furniture  The limits provided under this section are shown in Section 5 - Table of Benefits.		1		X	X	Damage while any part of the <b>Home</b> is lent, let or sub-let Loss or damage caused:  • after the <b>Home</b> is left <b>Unoccupied</b> for more than 30 consecutive days,  • while the <b>Home</b> is <b>Unfurnished</b> ,  • by vandals or malicious persons lawfully on the <b>Premises</b> ,  • to hand mirrors,  • to any item damaged or cracked before the commencement of this insurance,  • caused by any process of repair, replacement or alteration.  The Standard <b>Excess</b> shown in the <b>Schedule</b> .
12.	Audio, TV and video equipment.  Accidental damage while in the <b>Home</b> to radios, televisions, (including satellite decoding equipment) other audio or video equipment.  The limits provided under this section are shown in Section 5 - Table of Benefits	1	✓	1	X	1	Damage while any part of the <b>Home</b> is lent, let or sub-let:  Loss or damage caused:  By wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown,  to records, audio, video or computer discs, tapes or cassettes,  to telephones or telephone equipment,  caused by computer viruses  after the <b>Home</b> is left <b>Unoccupied</b> for more than 30 consecutive days.  Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of this section.

	60VEDED	STAR			NOT COVERED		
	COVERED	5	4	3	2	ı	NOT COVERED
13.	Personal Money Accidental loss of or accidental damage to Money belonging to You or a member of	1	1	X	×	×	Loss of <b>Money</b> from the <b>Home</b> while any part of the <b>Home</b> is lent, let or sub-let, unless entry to or exit from the <b>Home</b> is made using violence and force.
	Your Family, anywhere in the world						Stealing of <b>Money</b> from an unattended road vehicle unless from a locked boot or concealed compartment and entry or
	The limits provided under this section are shown in Section 5 -						exit to the home to obtain the keys to the vehicle is made using violence and force.
	Table of Benefits						Shortages caused by error or omission.
							Depreciation in value.
							Losses not reported to the police within 24 hours of discovery. Confiscation or detention by customs or other officials.
							The Standard <b>Excess</b> shown in the <b>Schedule</b>
14.	Credit cards. Financial loss arising from unauthorised use following loss or theft of credit cards belonging to <b>You</b> or a member of <b>Your Household</b>	1	1	x	x	x	Unauthorised use by a member of your household. Liability following breach of the terms and conditions of use.     Confiscation or detention by customs or other officials.  The Standard Excess shown in the Schedule
	The limits provided under this section are shown in Section 5 - Table of Benefits						

		STAR					
	COVERED	5	4	3	2	ı	NOT COVERED
15.	Contents in the open The Contents are insured while in the open within the boundaries of the land belonging to the Home against loss or damage caused by events in paragraph I and paragraphs 3 to 9 of Section 2 - Contents The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	X	X	X	<ul> <li>Any loss, damage or amount shown as not insured under paragraph I and paragraphs 3 to 9 of Section 2 - Contents</li> <li>Plants and trees.</li> <li>Loss or damage due to wear and tear, rust or gradual deterioration.</li> <li>The Standard Excess shown in the Schedule</li> </ul>
16.	Fridge & Freezer Contents  Deterioration of food or drink caused by:  • A change in temperature of the freezer or refrigerator in the Home  • Contamination by accidental escape of refrigerant or refrigerant fumes.  We will pay for the cost of replacing food and drink unfit for human consumption.  The limits provided under this section are shown in Section 5 - Table of Benefits			×	X	X	Deterioration resulting from the deliberate act of the supply authority.  Any consequence of strikes, labour or political disturbances.  No more than one claim in one policy period for Fridge and Freezer Contents.

	COVERER	STAR					NOT COVERED
	COVERED	5	4	3	2	ı	NOT COVERED
17.	Accidental loss of oil or metered water.  a) Loss of oil from a domestic heating installation or  b) Loss of metered water following accidental damage to the domestic water or heating installation.  The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	x	x	x	<ul> <li>Loss or damage due to Wear and tear, rust or gradual deterioration of any water or oil apparatus or installation.</li> <li>Loss or damage if leak is shown to be present prior to policy inception</li> <li>Loss or damage caused after the Home is left Unfurnished or Unoccupied for more than 30 consecutive days.</li> <li>To tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units.</li> <li>The Standard Excess shown in the Schedule</li> </ul>
18.	Replacement locks The cost of replacing and fitting outside door locks to the <b>Home</b> if the keys of such locks are stolen, provided the theft of such keys are reported to the Police within 24 hours of discovery. The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	X	X	×	The Standard <b>Excess</b> shown in the <b>Schedule</b>
19.	Title deeds The cost of preparing new title deeds to the <b>Premises</b> if they are lost or damaged by a cause insured under the events in paragraphs I to 9 of Section 2 - <b>Contents</b> while in the <b>Home</b> or while kept in <b>Your</b> bank for safe-keeping. The limits provided under this section are shown in Section 5 - Table of Benefits	1	1	Х	Х	X	Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of Section 2 - <b>Contents</b>

	COVERER	STAR					NOT COVERED
	COVERED	5	4	3	2	ı	NOT COVERED
20.	Christmas gifts & Wedding gifts a) For the month of December only to insure gifts and extra food and drink bought for Christmas. b) For 28 days before and 28 days after the wedding of You or a member of Your Family to	,	1	x	x	x	Losses that can be recovered under another insurance.
	insure Wedding gifts The limits provided under this section are shown in Section 5 - Table of Benefits						

	201/2020	STAR							
	COVERED	5	4	3	2	ı	NOT COVERED		
21.	Contents temporarily removed  The Contents are insured within the Geographical	1	1	1	x	x	Loss or damage caused by storm, <b>Flood</b> or falling trees or branches while the <b>Contents</b> are in transit or in the open. Property removed for sale or exhibition or to a furniture depository.		
	<b>limits</b> while temporarily						Stealing of <b>Money</b> .		
	removed from the <b>Premises</b> against loss or damage caused by:						Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of Section 2 - <b>Contents</b>		
	The events insured in paragraphs I to 3 and 5 to 9 of Section 2 - <b>Contents</b>						Any amount in excess of €1,000 in respect of property belonging to any member of <b>Your Household</b> while living away from Home or attending college or university.		
	Stealing or attempted stealing from:  a) A bank or safe						Property more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer		
	deposit or in transit directly to or from a bank or safe deposit while in the custody or control of <b>You</b> or a member of						refuses or reduces the claim.  The Standard <b>Excess</b> shown in the <b>Schedule</b>		
	b) Within an occupied building or caravan used for residential purposes or a building where You or a member of Your Family are employed, engaged in Your/their business or temporarily living								
	c) Any other building provided entry to or exit from the building is made using violence and force.								
	The limits provided under this section are shown in Section 5 - Table of Benefits								

		66\/FDFD	STAR					NOT COVERED
		COVERED	5	4	3	2	ı	NOT COVERED
22.	Jury	/ Service						
	amo Sec Ber that a ju reco	will pay the pount shown in tion 5 - Table of sefits, for each day at <b>you</b> serve on ry, provided <b>we</b> serve confirmation on the Courts of service.	1	X	X	×	X	
23.	Fata	al Accidents						
	and or p	al injury to <b>You</b> /or <b>Your</b> spouse partner as a direct ult of:	1	1	1	X	X	
	a)	Fire, accident or assault, in the <b>Premises</b>						
	b)	An accident while travelling within the Geographical limits as a fare- paying passenger in any road or rail vehicle						
	c)	Assault in the street within the <b>Geographical limits</b> , provided death (proximately caused by the assault) follows within 365 days of the injury.						
	unc sho	e limits provided ler this section are wn in Section 5 - le of Benefits						

	COVERER		S	TA	R		NOT COVERED
	COVERED	5	4	3	2	ı	NOT COVERED
24.	Shopping Loss or damage to food and other goods while <b>You</b> or a member of <b>Your Household</b> are transporting them from the shop where <b>You</b> bought them to <b>Your Home</b> . The limits provided under this section are shown in Section 5 - Table of Benefits	1	x	x	x	x	Loss or damage arising from theft or attempted theft from any unattended vehicle unless  • All windows, including sunroof and doors are securely locked,  • the goods are completely concealed within a closed compartment or locked boot.  • no cover for loss or damage arising from the goods being left in the vehicle resulting in spoiled food.

# **Section 3: Liability to others**

	COVERED	NOT COVERED
1.	Liability to the public as owner of the <b>Premises</b> .	Liability arising directly or indirectly from occupation of the <b>Premises</b> .
	Any amounts which You, as owner of the Premises, become legally liable to pay as compensation for an accident occurring during the Period of Insurance which causes bodily injury to a person and/or accidental loss of or damage to third party property.	
	The limits provided under this section are shown in Section 5 - Table of Benefits	
2.	Liability to the public.  Any amounts which You or a member of Your Household:  a) As occupier of the Premises or any other building, caravan used as temporary holiday	<ul> <li>Liability for:</li> <li>bodily injury to a member of Your Household or any other person permanently residing with You,</li> <li>Liability arising directly or indirectly from:</li> <li>an agreement which imposes a liability which You or a member of Your Household would not otherwise have been under,</li> <li>ownership of any land or building, other than the home described in the Schedule</li> <li>your employment, business or profession</li> <li>racing, hunting or playing polo,</li> <li>wilful or malicious acts,</li> </ul>

#### **COVERED**

b) As a private individual anywhere in the Republic of Ireland, Great Britain, Isle of Man, Channel Islands or Northern Ireland or elsewhere for 30 days.

The limits provided under this section are shown in Section 5 - Table of Benefits

#### **NOT COVERED**

- the transmission of Human Immune deficiency Virus (HIV) and/ or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused,
- the transmission of any communicable disease by You or a member of Your Household

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

- aircraft (except toys and models),
- lifts or mechanically or electrically propelled vehicles (except domestic garden implements used within the boundary of the **Premises**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act,
- watercraft (except toys and models), sailboards or hovercraft,
- firearms (except registered shotguns or airguns used for sporting activities),
- Animals (except horses and pets which are normally domesticated in the Republic of Ireland).

The ownership, possession or use of a swimming pool, hot tub, spa, sauna, or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cutoff switch and when not in use, the swimming pool, hot tub, spa, sauna or Jacuzzi is protected or covered. Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations
- Horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-Laws as made under the Control of Horses Act 1996 or amendments thereto.

#### Liability for:

Any kind of pollution and/or contamination other than: a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Property named in the Schedule reported to Us not later than 60 days from the end of the Period of Insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

#### **COVERED NOT COVERED** 3 Liability to domestic Liability in connection with or arising from: employees Your involvement in farming Accidents involving any member of Your Family or Your Any amounts which Household You or a member Structural improvements or alterations to **Your Home** of **Your Family** Accidents involving independent consultants or their employees become legally liable **Bodily injury** to any person employed by **You** or a member to pay as damages of **Your Family** for which compulsory motor insurance or for **bodily injury** security is required under the Road Traffic Act 1961 or any to **Your** domestic subsequent amending legislation to this Act employees (including the use of horses outside the **Home** or **Premises**. chauffeurs, grooms, gardeners and We will not pay more than the amount shown in Section 5 - Table of Benefits for all claims arising from any one cause including of all costs temporary and occasional employees and expenses agreed by us in writing. or any person carrying out repairs or decorations) directly employed by You or by a member of Your Family in connection with **Your Premises** or any temporary residence within the Republic of Ireland. The most **We** will pay for any one claim or number of claims arising from one cause (inclusive of all costs agreed by us in writing) is shown in Section 5 - Table of **Benefits** Where **We** agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the limits shown in Section 5 - Table of

**Benefits** 

	COVERED	NOT COVERED
4.	Tenant's liability Your legal liability as Tenant for loss or damage to the Buildings caused by an event in paragraphs I to 9 of Section I - Buildings	Any loss or damage or amount shown as not insured under paragraphs I to 9 of this Section I - <b>Buildings</b>
	The limits provided under this section are shown in Section 5 - Table of Benefits	

## **Section 4: All Risks**

The property belonging to or the legal responsibility of **You** or a member of **Your Household** and listed under any Item number in this section is insured against accidental loss or damage anywhere in the **Geographical limits** and elsewhere for 60 days in any one **Period of Insurance** if the **Schedule** shows that **You** have selected this section.

THE COVER AVAILABLE IS BASED ON THE POLICY STAR RATING AS SHOWN IN THE  $\mathbf{SCHEDULE}$ 

	COVERED	STAR			NOT COVERED		
	COVERED	5	4	3	2	ı	NOT COVERED
1.	Unspecified Personal Possessions (This extension only applies if the Scheduleshowsthat You have selected Unspecified Personal Possessions) Unspecified personal possessions, meaning jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, musical instruments, and other personal possessions normally worn or carried on the person and unspecified clothing	✓		x	x	x	Any article insurable under Sports Equipment or Pedal Cycles Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials. Breakage of strings, reeds or drum heads on musical instruments. Loss or damage to:  Musical instruments and photographic equipment, sports equipment or pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.  Individual charms unless soldered to the bracelet

# **Section 5: Table of Benefits**

	COVERER		STAR			NOT COVERED	
	COVERED	5	4	3	2	I	NOT COVERED
1.	COVERED  Unspecified Personal Possessions (continued)  Special Automatic Cover: Provided cover is operative under Section 2 - Contents (Star 5 & 4), the Policy automatically includes cover under this item for unspecified personal possessions up to €3,000 (Star 5) and €1,500 (Star 4).The most We will pay for any one article, set or	5			-	X	Deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.      Property more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses or reduces the claim.      Money of any kind, contact lenses and hearing aids, dentures, camping equipment or tools.      Mobile/Smart Phones     Laptop / Tablet Computers     Personal Organisers and similar electronic equipment     Property as a result of stealing from an unattended road vehicle unless
	collection under this automatic cover is €1,000 (Star 5) and €500 (Star 4).  Where <b>you</b> have selected additional						<ul> <li>concealed and in a locked boot</li> <li>For loss or damage to pedal cycles or sports equipment unless specifically insured and shown in the <b>Schedule</b></li> <li>Diving equipment lost under water</li> </ul>
	cover, the most <b>we</b> will pay for any one article, set or collection is €1,250 (Star 5) and €750 (Star 4).						The Unspecified All Risks <b>Excess</b> shown in the <b>Schedule</b> applies to this cover:

	COVERED		S	TA	R		NOT COVERED		
	COVERED	5	4	3	2	ı	NOT COVERED		
2.	Specified Items						The most <b>We</b> will pay is the <b>Sum insured</b> for the individual items specified on the		
	(This extension only applies if the	1	1	X	X	X	Schedule.		
	Schedule shows that						The Specified All Risks <b>Excess</b> shown on		
	You have selected Specified Items)						the <b>Schedule</b> applies to this cover		

COVERED	STAR					NOT COVERED
COVERED	5	4	3	2	ı	NOT COVERED
a) Sports Equipment						Loss or damage caused by wear and tear or gradual deterioration, depreciation in
(This extension only applies if the	1	x	X	X	X	fungus, atmospheric conditions, the activ
Schedule shows that						light, any process of heating, drying, cleaning
You have selected						dyeing, alteration or repair, scratching,
Sports Equipment)						denting, breakdown, misuse, faulty material confiscation or detention by customs or
The property						other officials.
belonging to or the legal responsibility of						Damage to guns by internal explosion.
you or a member of						Sports equipment owned or held in trust b
your household and						or in the custody or control of any person
listed under any item in						who uses such property for professional
this section is insured						purposes. Property more specifically insure
against accidental loss						or any amount that <b>you</b> cannot recover
or damage anywhere						from a more specific insurance because the insurer refuses or reduces the claim.
in the <b>geographical limits</b> and elsewhere						Insurer refuses or reduces the claim,
for 60 days in any one						Loss or damage to:
period of insurance						Any sports equipment whilst in the
if the <b>Schedule</b> shows						course of play or use.
that <b>you</b> have selected						
this section						

COVERER		S	TA	R		NOT COVERED		
COVERED	5	4	3	2	ı	NOT COVERED		
b) Pedal Cycles (This extension	1	х	X	X	X	This applies to all items of this section. Loss or damage caused by wear and tear		
only applies if the  Schedule shows that  You have selected Pedal Cycles)					or gradual deterioration, depreciation in value, corrosion, the action of light, any process of cleaning, alteration or repair, scratching, denting, breakdown, misuse, faulty workmanship or design, the use of			
The property belonging to or the						faulty materials, confiscation or detention by customs or other officials.		
legal responsibility of <b>you</b> or a member of your household and listed under any item in this section is insured	onsibility of member of sehold and ler any item in on is insured scidental amage and in the phical limits sewhere for 60 by one period rance if the le shows that	Pedal cycles owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.						
against accidental loss or damage anywhere in the <b>geographicallimits</b>						Property more specifically insured or any amount that <b>you</b> cannot recover from a more specific insurance because the insurer refuses or reduces the claim		
and elsewhere for 60 days in any one period of insurance if the						Lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time.		
<b>Schedule</b> shows that <b>you</b> have selected this section.						Loss or damage while the pedal cycle is being used for racing, pace making or trials.		
section.						Theft of a pedal cycle outside the <b>home</b> unless from a locked building or immobilised by a security device.		
						The Pedal Cycle <b>Excess</b> shown on the <b>Schedule</b> applies to this cover:		

## **Settlement of Claims: All Risks**

We will at our option repair or replace the article lost or damaged.

Where repair or replacement is possible but where **we** consider it appropriate to indemnify **you** by payment, the sum payable will reflect any discounts **we** may have received had **we** replaced the property and in respect of clothing or furs **we** will pay the resale market value less an amount for wear and tear.

### Items of Jewellery valued in excess of €10,000

Unless otherwise and specifically agreed, cover in respect of items of jewellery valued in excess of €10,000 is subject to the item being kept in a domestic safe whilst not being worn.

Where the item of jewellery, valued in excess of €10,000 is a ring with claws holding diamonds or other precious materials, cover shall be subject to the ring being inspected at least once every two years by a reputable jeweller and any defects therein being rectified immediately.

### **Settlement of Claims: Sports Equipment**

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing or at our option we will replace the article or arrange for its repair. If you do not replace the article which is lost or damaged beyond economical repair we will pay the resale market value only.

## **Settlement of Claims: Pedal Cycles**

**We** will pay the full cost of replacement as new or repair of the article lost or damaged or at **our** option **we** will replace the article or arrange for its repair. If **you** do not replace the article which is lost or damaged beyond economical repair **we** will pay the resale market value only.

# **Section 5: Table of Benefits**

Description	Note	Star 5	Star 4	Star 3	Star 2	Star I
Туре		Owner Occupier/ Family Use Holiday Home	Owner Occupier/ Family Use Holiday Home	Owner Occupier/ Family Use Holiday Home	Landlord/ Let out Holiday Home	Tenant
Buildings Sum Insured	(a) (h)	Ø	Ø	Ø	Ø	×
- Fire & Perils						×
- Acc. Damage		Optional	Optional	×	×	×
Contents Sum Insured	(a) (g) (h)	Optional	☑ 20% of Buildings SI	☑ 10% of Buildings SI	Optional	Ø
- Fire & Perils		☑	☑	☑		☑
- Acc. Damage		Optional	Optional	×	×	×
All Risks Cover	(a) (b) (g)					
- €3,000 UAR / SAL €1,000		☑	×	×	×	×
- UAR Top Up (25% of Contents SI) / SAL €1,250		Optional	×	×	×	×
- €1,500 UAR / SAL €500	İ	×	☑	×	×	×
- UAR Top Up (25% of Contents SI) / SAL €750		×	Optional	×	×	×
- Specified		Optional	Optional	×	×	×
- Sports Equipment		Optional	×	×	×	×
- Pedal Cycles (Up to max value €2,000 per Pedal Cycle)		Optional	×	×	×	×
Other Covers - Home Office	(a)	Optional	Optional	Optional	×	Optional
Standard Excess		€250	€250	€250	€250	€250
Contents (Inner Limits)	(a) (b)	1/3 <sup>rd</sup> Contents SI	1/3 <sup>rd</sup> Contents SI	1/3 <sup>rd</sup> Contents SI	×	1/3 <sup>rd</sup> Contents SI
- Valuables	(g)	(€4,000 SAL)	(€3,000 SAL)	(€2,000 SAL)		(€1,500 SAL)
AlternativeAccommodation	(a) (g)	20% of Buildings SI	15% of Buildings SI	10% of Buildings SI	×	×
Pet Alternative Accommodation	(a)	€500	×	×	×	×
		€2,6m	€2.6m	€1.3m	€1.3m	10% of Contents SI
Legal Liability	(g)	(including costs)	(including costs)	(including costs)	(including costs)	(including costs)
Contents Temporarily Removed	(a) (g)	20% of Contents SI	15% of Contents SI	5% of Contents SI	×	×
Contents (in open)	(a)	€1,000	€500	×	×	×
Damage to Pipes/Cables	(a)	€1,000	€750	€500	€500	×
Fatal Injury	(a)	€5,000	€4,000	€3,000	×	×

Description	Note	Star 5	Star 4	Star 3	Star 2	Star I
Jury Service (per day/max)	(a)	€50/€500	×	×	×	×
Trace & Access	(a)	€2,000	€1,000	€500	€500	×
Fire Brigade Costs	(a)	€3,000	€2,000	€1,500	€1,500	×
Replacement Locks	(a)	€1,000	€500	×	×	×
Title Deeds	(a)	€1,000	€500	×	×	×
Accidental breakage of fixed glass & sanitary ware	(a)	€1,000	€750	€500	×	×
Shopping – Shop to Home	(a)	€250	×	×	×	×
Money	(a)	€1,000	€500	×	×	×
Credit Cards	(a)	€2,500	€1,500	×	×	×
Christmas/Wedding Gifts	(a) (c) (g)	Contents SI + 20%	Contents SI + 10%	×	×	×
Freezer Contents	(a)	€750	€500	×	×	×
Audio, TV & Video & Computers	(a)	€1,000	€500	€250	×	€250
Accidental Loss of Oil / Metered Water	(a) (d)	€1,250	€1,000	×	×	×
Loss of Rent	(a) (g)	×	×	×	15% of Buildings SI	×
Unoccupancy Period	(e)	30 days				
Other Excesses	(f) (h)					
- Subsidence		€2,500	€2,500	€2,500	€2,500	€2,500
- Snow Load		€500	€500	€500	€500	€500
- Escape of Oil / Water		€500	€500	€500	€500	€500
- Flood		€500	€500	€500	€500	€500
- Storm Damage on Non-Standard Roof Portion		€500	€500	€500	€500	€500
- Acc. Damage to Solar Panels		€750	€750	N/A	N/A	N/A
- Voluntary (Optional)		€100 min - €5,000 max				
- Unspecified All Risks		€100	€100	N/A	N/A	N/A
- Specified All Risks		€100	€100	N/A	N/A	N/A
- Sports Equipment		€100	N/A	N/A	N/A	N/A
' ' '						

#### Notes:

All € amounts represent the maximum payable

- (a) Standard = ☑ Not Covered = ☑
- (b) UAR = Unspecified All Risks SAL = Single Article Limit
- (c) Month of December and month pre/post the wedding
- (d) Refers to loss of metered water only

- (e) Refers to consecutive days
- (f) To be applied in addition to Standard Excesses
- (g) SI = Sum Insured
- (h) Acc. Damage = Accidental Damage

## **Policy Conditions**

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

- This contract is based on the principle of Utmost good faith. This term legally obliges all parties to reveal to the other, any information that might influence the others' decision to enter into the contract. **You** must disclose to us any information or circumstance concerning **You**, the cover or the property to be insured which may affect the Terms or Conditions or premium payable in respect of the Insurance. If **You** are in any doubt as to whether the information may be material such information should be disclosed.
- **You** will take all reasonable steps to protect the property and prevent accidents.
- **3.** If **You** or anyone acting for **You** makes a claim under the policy knowing the claim to be false, **We** will not pay the claim and all cover under the policy ceases.
- 4. (a) We have the right to cancel the policy or any section or part of it by giving 14 days notice in writing by registered letter to Your last known address and return to You the amount of premium in respect of the unexpired Period of Insurance.
  - (b) You have the right to cancel the policy or any section or part of it by giving us notice in writing. We will return to You the amount of premium in respect of the unexpired Period of Insurance less any applicable administration charge. However, no return of premium will be allowed if You have made a claim during the current Period of Insurance.
- If there is a dispute arising out of this policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been forsaken.
- 6. If **You** die **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy provided they keep to the terms of the policy.
- **You** must tell **us** of any change of circumstances after the start of the insurance that increases the risk of loss, injury or damage. **You** will not be insured under the policy until **We** have agreed in writing to accept the increased risk.
- **8.** Upon learning of any circumstances likely to give rise to a claim **You** must:
  - tell **us** as soon as reasonably possible but immediately if there is riot damage,
  - give **us** all the help and information that **We** may reasonably require.
  - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to us any writ or summons or other communication You receive,
  - give full details within 30 days of the incident together with any supporting evidence that **We** require.
  - You must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval.

- **You** must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.
- **We** have the right to the salvage of any insured property.
- II. You may not, without our consent, abandon any property to us.
- You must not admit, deny, negotiate or settle a claim without our written consent.
- **I3. We** are entitled to:
  - take the benefit of **Your** rights against another person before or after **We** have paid a
  - take over the defence or Settlement of a claim against You by another person.
- If at the time of a claim there is any other policy covering anything insured by this Policy We will be liable only for our proportionate share
- **15.** Where any single event results in a claim under more than one section of the Policy, the highest **Excess** only will apply.
- All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
- Where the Insured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
- **18.** The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
- If an alteration to the policy results in an additional premium due to us or a refund premium due to You, We will only charge or refund such premiums provided the amount involved is greater than or equal to €25.
- 20. If **We** amend or replace any policy wording, conditions, exclusions, or **Endorsements** during the **Period of Insurance** that improve, broaden or extend the cover without needing to pay an extra premium, **You** will automatically benefit from these improvements.
- Where there is more than one person named as the insured on the policy and **We** receive instructions from one of those named insured persons, **We** will treat it as though each insured person has given **us** the instructions and that all insured persons agree and consent to those instructions being given to **us**. **We** will accept the instructions received on face value. It is not **our** responsibility to check whether the person who so instructs **us** has the permission and consent of the other insured persons.
- **22. You** must at all times, keep the sum **you** have insured for **your Buildings** and **Contents** at a level which represents the full value. In addition, if **home** improvements have been carried out, such as the building of an extension or the conversion of the Attic or if **you** have purchased additional **contents**, the sum insured should be increased to reflect this. For information purposes the Health & Safety Authority have issued guidelines for

Homeowners who are having construction work carried out. This guide outlines the responsibilities for homeowners under the Safety, Health & Welfare at Work (Construction) Regulations 2013. This publication can be found from the website www.hsa.ie

If **you** are unsure of the rebuilding cost of **your home**, a useful website from the Society of Chartered Surveyors in Ireland can assist **you** with a Rebuilding Cost Calculator. This can be found at www.scsi.ie.

23. Please note that in the event of a claim under **your** policy **your** premium may increase at Renewal

### 24. Special Condition: Regular Inspections of Holiday home

- Where the **Premises** is occupied as a **Holiday home**, whenever **you** are not in residence, cover for Stealing or attempted Stealing is excluded on **Money** and High Value items.
- (2) When the **Home** is **Unattended** for more than 48 hours it is a Condition of the insurance that:
  - (a) All external doors must be secured with mortice deadlocks or deadlocking rim latches
  - (b) All French doors, patio doors and accessible windows are fitted with appropriate security locks and are put into full and effective operation
  - (c) All external doors and windows are closed and fastened
  - (d) Intruder alarms, where installed, must be put into operation
- 3) When the **Home** is **Unoccupied** for more than 30 days it is a Condition of the insurance that
  - Regular Internal & External Inspections of the **Home** are made by the Policyholder, neighbours, relatives or managing agents and any damage or faults discovered during an inspection must be repaired and/or remedied without delay.
  - b) The water supply is turned off at the mains,
  - c) The gas supply is turned off at the mains unless required for central heating purposes.
- (4) Between the 1st of October and the 31st March (inclusive) annually, when not in residence, the water supply must be turned off at the mains and the water and heating system drained or the property must be fitted with an operating thermostatically controlled heating system which maintains a temperature of not less than 5 degrees Celsius or 41 degrees Fahrenheit throughout the **Holiday home** (including the attic).

Where the Conditions and Precautions set out in Paragraphs (2), (3) & (4) above are fully complied with, the Exclusion of Loss or Damage occurring after Your Home has been Unoccupied for more than 30 consecutive days will not apply.

## 25. Special Condition: Untenanted Landlord Properties

We will not be liable for any Damage or loss occurring at the Home whilst the Home is **Unoccupied** unless such unoccupancy is for a period of not more than 30 days, however, **You** must notify us immediately the **home** is **Untenanted** and the following must be carried out:

- the water, gas and (if no intruder alarm is installed) electricity supply must be turned off at the mains unless the Alarm system or Central Heating system is dependent on the supply,
- the water and heating system is drained or the **Home** must be fitted with an
  operating thermostatically controlled heating system, set to not less than 5 degrees
  Celsius or 41 degrees Fahrenheit

- A responsible person must be appointed to supervise and inspect the **home** both internally and externally at least once a week. These inspections must check for damage or faults and make sure that:
  - o all outside doors are securely locked
  - o all ground floor and accessible upper floor windows are securely fastened and any broken windows boarded up and repaired without delay.

Any damage or faults discovered during an inspection must be repaired and/or remedied without delay.

We will not be liable for any Damage or loss caused by Stealing or attempted Stealing unless such occurred with forcible and violent entry.

We will not be liable for any Accidental Damage or loss to Buildings or Contents.

We will not indemnify the Policyholder under Section 1 - Buildings in respect of any liability at law other than

- (a) liability of the Policyholder as owner of the Home and its land,
- (b) liability of the Policyholder as an employer solely for the purpose of the maintenance of or repairs to the Home excluding demolition, alterations, extensions, redecoration or renovations to any part of the Home.

## 26. Special Condition: Contents Sums Insured over €75,000

If the **contents** value exceeds €75,000 then the property must have a working alarm. If the **contents** value exceeds €100,000 then the property must have a monitored alarm linked to a central station.

## 27. Special Condition: Solar Panels

All Retrofitted Solar Panels must be on the SEI's (Sustainable Energy Authority of Ireland) list of Registered Products. The installation of the Solar Systems should only be carried out by suitably qualified and certified personnel and all applicable standards and codes of practice should be complied with. All Solar Panels must be Certified and carry the Solar Keymark which is the official quality mark of the European Committee for Standardisation.

## ${\bf 28.} \qquad {\bf Special Condition: Septic Tanks and Domestic Wastewater Treatment Systems}$

The policy does not cover Septic Tanks or domestic wastewater treatment systems unless it has been registered with The Environmental Protection Agency as part of their national inspection plan.

## 29. Special Condition: Roof Maintenance

It is a condition of this insurance that:

- Any non-standard roof portion of the **Home** be checked at regular intervals and be replaced where there are signs of deterioration. This non-standard roof portion of the **Home** should be inspected at least every 3 years by a qualified builder or property surveyor.
- 2. Any defects brought to light by these inspections shall be repaired immediately,
- 3. The non-standard roof portion must be properly maintained.
- 4. A €500 storm excess applies to the non-standard area of the roof.

## **Policy Exceptions**

These apply to all sections and clauses

The policy does not cover:

- Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
- **2.** Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- **3.** Any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
- Consequential loss of any kind or description incurred by You or any member of Your Household
- **5.** The cost of maintenance or normal redecoration.
- **6.** Loss or damage caused by wear and tear or gradual deterioration.
- Any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage that is otherwise covered by the policy is nevertheless insured.
- **8.** Any loss or damage or liability directly or indirectly caused by the presence growth proliferation spread or any activity of **Fungi**, wet or dry rot or bacteria.
- 9. Damage caused by chewing, scratching, tearing or fouling by domestic pets for which Your Household is responsible or damage caused by vermin and insects.
- **10.** Terrorism exclusion

The policy does not cover loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Also excluded is loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

### II. Pyrite Exclusion

**We** will not pay for any loss or damage or consequential loss arising directly or indirectly from materials containing Pyrite.

- If any section of this policy provides cover against any legal liability **We** will not provide cover for, or arising in connection with, the following:
  - an agreement which imposes a liability which You would not otherwise have been under
  - risks of financial guarantee, financial default, bankruptcy or insolvency
  - any business, profession or trade other than a child-minding facility at the **Home** of not more than 2 children
  - work of a construction or reconstruction nature or structural alterations or demolition
  - any tree felling or lopping operation
  - racing, hunting or playing polo
  - wilful or malicious acts
  - the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
  - the transmission of any communicable disease, by You or a member of Your Household

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

- aircraft (except toys or models)
- mechanically propelled vehicles (except domestic garden implements used within the boundary of the **Premises**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control),
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland)

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations
- horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.

#### Liability for:

- **bodily injury** to a member of **Your Household** or any other person (other than domestic employees) permanently residing with **You**
- loss of or damage to property owned or held in trust by or in the custody or control
  of You or a member of Your Household or any other person permanently residing
  with You.

## **Endorsements**

#### **Monitored Intruder Alarm**

A discount has been allowed because You have an Intruder Alarm installed by an NSAI approved installer to EN 50131 standards connected to a central monitoring station. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Home** is unattended

Failure to comply with this condition will necessitate in an increase of your standard excess of up to €750 for each incident of loss or damage by stealing or attempted stealing.

### **Intruder Alarm**

A discount has been allowed because **You** have an Intruder Alarm installed. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Home** is unattended.

Failure to comply with this condition will necessitate in an increase of your standard excess of up to €750 for each incident of loss or damage by stealing or attempted stealing.

### **Security Locks**

We will not cover any loss or damage as a result of theft or any attempted theft while **Your** house is **unattended** unless:

- 1. All external doors are fitted with mortise deadlocks or deadlocking rim latches
- 2. All French doors, patio doors and accessible windows are fitted with appropriate security locks and are put into full and effective operation.
- 3. All external doors and windows are closed and fastened.

## **Voluntary Excess Clause**

In accordance with the Voluntary **Excess** option that **you** have selected, **we** confirm that the standard policy **Excess** of  $\leq$ 250 is increased by an amount (between  $\leq$ 100 and  $\leq$ 5,000) wherever they appear in the Policy.

## Several Liability Clause: LSW1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

# **Home Protection Tips**

#### Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, **your** Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure **your** tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

#### **Fire Prevention**

Every year many people are killed or injured and **homes** are destroyed as a result of domestic fires. **You** can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use.
- Repair faulty wiring, frayed leads and loose plugs.
- All fires and heaters should have a secure fireguard. Never leave the room without having a guard
  in front of the fire.
- Chimneys should be swept at least once a year.
- Avoid careless smoking, especially in bedrooms.
- Matches should be kept well away from children.
- Close all internal doors when going to bed.
- Keep heaters away from furniture, curtains and bedclothes.
- Never move or refuel an oil or gas heater while it is lighting.
- Keep all electrical flexes off cooker rings and hobs.
- Be especially careful with chip pans, they should never be left unattended on a lighted cooker.
- You should install at least two smoke detectors in your house. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.
- All Chimneys and/or flues to solid fuel stoves and open fires should be kept in a good state of repair.
- All solid fuel stoves should be installed by a professional, qualified & certified installation company.

## **Water Damage**

There are various weather hazards which **you** cannot avoid but against which **you** can protect your **home**.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

### **Burglary prevention**

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered home. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with mortice deadlocks (or their equivalent) and **you** should lock these doors even if **you** are out for just a short time.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted
  with security locks and put into full and effective operation.

## Before going on holidays

- If **you** have an automatic light switch installed, set it to operate at the times **you** normally switch the lights on.
- Cancel all deliveries e.g. milk, newspapers etc.
- Ask a neighbour to pop in from time to time to check on the house and to remove post from the letterbox/porch.
- Inform **your** local Garda station that **you** will be away.
- Check that all windows and doors are securely locked.
- Set your burglar alarm, smoke detectors and other alarm systems check that the batteries in all
  alarms are working.

Patrona Flexi Home is underwritten by Gefion Insurance A/S Gefion Insurance A/S is authorised/licensed by the Finanstilynet in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules.

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