

AA Holiday Home Insurance Policy



Useful phone numbers

Claims

If **you** want to make a claim, please phone this number day or night.

0818736524

Welcome to your AXA Holiday Home Insurance policy

We are one of the largest insurance groups in the world. Here in Ireland, **we** have met the needs of homeowners for over 280 years.

You chose **us** because **you** need protection. **You** also want a level of service second to none and, if **you** need help with claims, **we** will be there when **you** need **us** most.

This is **your policy** document. It is the contract that **we** have made with each other. **We** appreciate insurance can be a complicated business so **we** have designed the layout to make it as easy as possible to follow.

Please read it carefully and if **you** have any questions, please contact **your** broker.

Need to find something quickly?

If the question is...

then look at page

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And if your question is one of these...

I'm thinking of letting my **holiday home** for the first time, what do I do?

I want to change my cover, how do I do this?

Please contact your Broker and they'll give you the answer.

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Caring for you

There may be times when **you** feel **you** don't get the service **you** expect from **us**.

Here's our complaints process to help you.

- ► For a complaint about **your policy**, contact **your Broker**.
- For a complaint about your claim, contact our claims action line on 0818 7 365 24.

If **we** can't sort out **your** complaint, **you** can contact **our** Customer Care Department on **0818 505 505** or:

- email: axacustomercare@axa.ie; or
- write to AXA Insurance, Customer Care Department,
 Freepost, Dublin 1.

If **you**'re unhappy with how **we**'ve dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions Ombudsman,

Lincoln House, Lincoln Place,

Dublin D02 VH29.

Tel: +353 1 567 7000. Email: info@fspo.ie Web: <u>www.fspo.ie</u>

Our promise to you:

We'll reply to your complaint within five days.

We'll investigate your complaint.

We'll keep you informed of progress.

We'll do everything possible to sort out your complaint.

We'll use feedback from you to improve our service.

Your policy wording

This **policy** document and any **endorsements** that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is AXA Insurance dac which is established in Republic of Ireland. Both **you** and **we** can choose the law within the European Union which will apply to the contract. **We** propose that Irish law will apply.

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this policy document.

Please read **your policy** carefully and keep it in a safe place.

Your policy includes:

- ► the **policy** wording in this document;
- ▶ the **schedule** that has **your** details and the cover that applies; and
- any endorsement which applies.

As long as **you** have paid or agreed to pay the premium, **we** will cover death, injury, loss or damage that happens during the **period of insurance** as described in the following pages for the sections **you** have chosen.

On behalf of AXA Insurance dac

Marquerit Branan

Marguerite Brosnan

Chief Executive

AXA Insurance dac Registered number 136155 Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

General definitions

Throughout the **policy** whenever the following words or phrases appear in **bold**, they will have the meaning as described below:

Accidental damage

Sudden, unintentional and unexpected physical damage that can be seen.

Buildings

The **holiday home** shown in the schedule, built of timber frame and/or brick, stone or concrete and roofed with slates, tiles or with concrete (unless noted differently on the **proposal form** or **statement of fact** and accepted by **us**), and the following if they form part of the property:

- a. Domestic greenhouses, domestic garages, tennis hard courts, swimming pools, fixed hot tubs or jacuzzis, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking, solar panels, domestic oil and gas tanks, and septic tanks, all within the boundaries of the land belonging to the holiday home.
- Landlord's fixtures and fittings inside the holiday home, including fitted wooden or laminated flooring, fitted kitchen, bathroom or bedroom units.

Contents

The following are covered as long as they belong to **you** or **you** are legally responsible for them and they are used for private purposes;

- Household goods (this includes tenant's fixtures, fittings and decorations inside the holiday home), and
- personal belongings.

Endorsement

An alteration to the terms of the **policy**. They may be included in this **policy** document or on **your schedule** or **we** may issue them separately.

Excess

The amount of a claim not covered by this insurance and for which **you** are responsible.

Holiday home

The house, apartment, flat or maisonette shown in the **schedule** including its **outbuildings** and garages all used for domestic purposes.

Outbuildings

Sheds, green houses, domestic garages, summer houses and other **buildings** (but not caravans, mobile homes or motor homes) which do not form part of the main **building** of the **holiday home** and are used for domestic purposes.

Period of insurance

The period from the start date to the end date of **your policy** as shown on **your schedule**.

Schedule

The document which sets out **your** details, the dates of cover, the risk address, the sums insured, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

Personal belongings

This means clothes (not furs) and personal items worn, used or carried including sports equipment and pedal cycles. It does not include valuables or money.

Policy

The contract of insurance between you and us based on the answers you have given to questions we have asked and/or your statement of fact/proposal form and consisting of the schedule, this policy document and any endorsements included.

Powered Personal Transporters (PPT's)

This means items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered miniscooters, electric unicycles and electric bicycles (not pedal assisted).

Statement of fact / Proposal form

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

We, our, us

AXA Insurance dac.

You, your, the insured

The policyholder named in the **schedule**, including parties jointly described and each member of the policyholder's family or household (but not boarders, lodgers or paying guests) who normally live in the policyholder's **home**.

Claims

How we settle claims

You must tell us if the buildings and contents sums insured are not high enough. If not, you may find that you do not have enough cover and we will not pay the full value of your claim.

We will decide how to settle **your** claim. **We** will normally arrange for one of our suppliers to repair, reinstate or replace the lost or damaged property. In some instances, **we** may decide to pay a cash amount for the loss or damage. **We** will not pay more than **our** suppliers would have charged. **We** will deduct the appropriate **excess** from all claims payments **we** make.

Claims retention

Where **we** agree to pay **your** claim and the settlement amount is less than €40,000, **we** reserve the right to withhold up to 5% of the final payment until the repair, replacement or reinstatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report.

Where **we** agree to pay **your** claim and the settlement amount is €40,000 or more, **we** reserve the right to withhold up to 10% of the final payment until the repair, replacement or reinstatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement, **we** will contact **you** to remind **you** of the unclaimed retention and our requirements to release this payment.

If **we** do not hear back from **you** within 10 working days, **we** will issue a final reminder to **you**. Where **we** do not receive a response to **our** final reminder within 10 working days, **we** will close the claim file.

Under insurance

Under insurance can occur when:

- your buildings or outbuildings sum insured is below the amount it would cost to rebuild them or
- your contents or personal belongings sum insured is below the amount it would cost to replace them as new.

It is a condition of this **policy** that **you** must at all times keep **your** sums insured at a level that reflects:

- the actual cost to rebuild your buildings or outbuildings. This sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- the actual cost to replace your contents or personal belongings as new.

If **your** sums insured are not adequate at the time of any loss or damage, **your** claims settlements may be reduced by whatever proportion is represented by the level of under insurance, meaning **you** may have to pay any shortfall yourself. If the sums insured are within 15% of the full value, this condition will not apply.

Underinsurance Examples

Your home is insured for €300,000 but the full cost to rebuild the property is €400,000. This means that the **home** is underinsured by €100,000 or 25%. As a result, **your** claim would be reduced by 25%.

Example 1 - Partial Loss Claim

- Partial damage occurs to the **home** and the total cost to repair the damage is €100,000.
- ► A deduction of 25% (€25,000) is made from the cost of repairs.
- ► Therefore, the most **you** will receive is a payment of €75,000. **You** would need to fund the balance of €25,000 yourself.

Example 2 - Total Loss Claim

- Damage occurs to the **home** and it requires a complete rebuild.
- ➤ As the **home** has been insured for €300,000 this is the maximum payment that can be made.
- ➤ **You** would need to fund the balance of €100,000 yourself.

Please note, other settlement factors such as the **policy excess** are not considered in the examples above.

Matching sets and suites

We treat one item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for the other undamaged pieces.

If a floor covering is damaged beyond repair, **we** will pay to have it replaced. However, **we** will not pay for undamaged floor coverings in adjoining rooms or areas.

Will we take off an amount for wear and tear?

Buildings

If **we** carry out a repair or reinstatement, **we** will not take off an amount for wear and tear as long as the sum insured represents the full reinstatement value of the **building** and **you** have kept the **building** in good condition. The full reinstatement value is not necessarily the value **you** would get if **you** sold the property (market value).

Contents

We will take off an amount for:

- clothes, furs, household linen;
- audio visual equipment; or
- carpets over five years old.

We will not take off an amount for wear and tear for all **your** other **contents** as long as the sum insured represents their full value as new at the time of loss and **you** have kept them in good condition.

Other insurance policies

If any injury, loss or damage is covered by any other insurance, **we** will not pay more than **our** share.

No-claims discount

For the purpose of working out the no-claims discount, a **period of insurance** is one continuous year between the beginning of the **policy** and the renewal date shown in **your schedule** and each subsequent renewal thereafter.

If **you** do not claim during the current **period of insurance**, **we** will discount **your** renewal premium. The discount will be in accordance with the no-claims discount scale applicable at the time of renewal.

If during a **period of insurance**, an incident occurs giving rise to claims under the **policy**, **we** will reduce the no-claims discount to 0%.

If **we** agree to transfer the interest of the **policy** to someone else, **we** will not transfer any no-claims discount earned.



Before **you** make a small claim, remember **you** could lose **your** no-claims discount. Please call **us** if **you** have any questions.

Inflation protection

Buildings

To help protect **you** against inflation, **we** will adjust the sum insured under the **buildings** section, in line with an appropriate index* **we** have chosen, and each year when **you** renew the **policy we** will increase the sum insured in line with that index.

*Society of Chartered Surveyors, CSO, Dept of Environment.

Contents

To help protect **you** against inflation, **we** will amend the sum insured under the **contents** section, in line with an appropriate index* **we** have chosen, and each year when **you** renew the **policy**, **we** will increase the sum insured in line with that index.

*Consumer Price Index.

The following applies to **buildings**, **contents** and **personal belongings**.

- If an index falls, we will keep the sums insured and monetary limits at the same level
- When you next renew your policy we will adjust your sums insured as a result.
- ► Inflation protection will not apply to the monetary limits.
- During the period of repair, after we carry out a repair or replacement for loss or damage to the building, we will continue to protect the sum insured against inflation as long as:
 - **a. you** take reasonable steps to make sure that the repair or replacement is carried out immediately; and
 - **b.** the sum insured at the time of the loss or damage represents the full value.

Although **you** have the benefits of inflation protection, **you** should not rely on this alone to keep the **building** sum insured at the correct level. The replacement cost of **your buildings** or **contents** may be growing faster than inflation – perhaps because of a new extension or new items **you** have bought.

It is a policy condition to insure for the correct amount – see page 16, point 3 - Under insurance.

General exclusions

These exclusions apply to the whole **policy**.

1. Sonic bangs

We will not pay for loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

2. Radioactive contamination

We will not pay for any loss, damage or legal liability directly or indirectly caused by or contributed to by or arising from:

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

3. War and terrorism exclusion

Despite any other condition in this insurance or any **endorsement** that may apply, **we** will not be liable for loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following:

- a. War and acts of terrorism;
- **b.** Riot, revolution or any similar event as a consequence of war or terrorism.

We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

This exclusion also does not cover liability, loss, damage, costs or expense resulting from any action taken to control or prevent a or b above.

If **we** say that **we** will not cover a claim for these reasons, **you** must prove otherwise if **you** want **us** to pay a claim.

If any part of this exclusion is not valid or cannot be enforced, the other parts will still be effective.

4. Excess

You will be responsible for the **excess** amounts shown on **your schedule**.

The following **excesses** may apply:

- Standard excess
- An excess on claims for water escaping from or frost damage to any fixed water, drainage or heating installation, plumbing or fixed domestic appliance
- An excess on claims for subsidence, ground heave, or landslip

Refer to **your schedule** to see what **excess** applies.

5. Date change exclusion

We will not pay for any loss of or damage to any computer equipment, software or microchip-controlled electrical appliance **you** own or control, or for any data lost from any computer, software, database or similar equipment, caused by or arising from that equipment failing to treat any calendar date as the correct date.

6. Electronic risks

We will not cover **you** for any liability or losses directly or indirectly caused by contributed to

by or arising from or occasioned by or resulting from:

- damage to or the destruction of any computer systems; or
- 2. any alteration, modification, distortion, erasure or corruption of **electronic data**.

In each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or **hacking** or **phishing** or **denial of service attack**.

Additional Definitions are;

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Damage

Accidental loss, destruction or damage.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form usable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. **Denial of service attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

Any access or attempted access to data made by means of misrepresentation or deception.

7. Wear and Tear

We will not cover wear and tear, rust, or anything which happens gradually. This **policy** does not cover the cost of general maintenance to **your holiday home**.

8. Sulphides

We will not cover any loss or damage caused by the presence of any sulphides including but not limited to muscovite mica, pyrite and/or its derivatives.

9. Deliberate or existing damage

We will not cover loss or damage caused deliberately by **you**, any member of **your** household, **your** domestic employees, paying guests, tenants or lodgers.

We will not cover loss or damage which happened or resulted from, an event which occurred before this cover started.

10. Reduction in market value

We will not cover any reduction in market value of any property following a loss.

11. Confiscation

We will not cover any government, public or local authority legally taking, keeping or destroying **your** property.

12. Illegal substances

We will not cover loss, damage or liability arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind.

General conditions

This **policy** is only valid if:

- the information you provided in the answers you have given to questions we have asked and/or, as recorded on your statement of fact / proposal form and declaration, is correct and complete, and
- you, or anyone claiming protection, have complied with the policy conditions.

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

We may revise the terms, conditions or benefits set out in this **policy** document but if **we** do, **we** will give **you** written notice.

1. Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the answers **you** have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate.

If **you** are not sure whether or not certain facts are important, please ask **us**.

We have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

If a change to **your policy**, including the administration charge, results in:

- A return premium of less than €15, we will not refund it
- An additional premium of less than €15, we will not charge it.

2. Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to protect **your** property from loss or damage. **You** must keep all **your** property in good condition.

If **you** do not do this, **your** right to claim under **your policy** may be affected.

3. Under insurance

Under insurance can occur when:

- your buildings or outbuildings sum insured is below the amount it would cost to rebuild them or
- your contents or personal belongings sum insured is below the amount it would cost to replace them as new.

It is a condition of this **policy** that **you** must at all times keep **your** sums insured at a level that reflects:

- the actual cost to rebuild your buildings or outbuildings. This sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.
- the actual cost to replace your contents or personal belongings as new.

If your sums insured are not adequate at the time of any loss or damage, your claims settlements may be reduced by whatever proportion is represented by the level of under insurance, meaning you may have to pay any shortfall yourself. If the sums insured are within 15% of the full value, this condition will not apply.

4. Misrepresentation and Deception

Definitions:

Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.

All of the information which **you** gave **us** and all of the answers **you** have provided to the questions which **we** asked **you** leading to the inception of this contract of insurance have effect as representations made by **you** to **us**.

► Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

If **you** have made a negligent misrepresentation and a claim arises, **we** may;

- a. Avoid the contract and return your premium if we would not have entered into the contract under any terms
- b. If **we** would have entered the contract but on different terms, treat the contract as if those different terms apply
- c. If **we** would have entered the contract but at a higher premium **we** may reduce proportionately the amount to be paid on any claim

If **you** have made a negligent misrepresentation and no claim has arisen **we** may terminate the contract on reasonable notice to **you**.

Fraudulent Misrepresentation

If a claim is made and if any answer given by **you** to **us** involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind **we** may avoid this contract of insurance.

Fraudulent Claims

If you or anyone acting for you:

- makes a claim under the **policy**, knowing the claim is false or misleading; or
- makes a claim for any loss or damage deliberately caused by you;
- in connection with a claim makes a statement to us or anyone acting on our behalf, knowing the statement is not true;

 in connection with a claim sends us or anyone acting on our behalf a document, knowing the document is false;

We may take one or more of these actions as well as **our** other rights:

- ▶ **We** will not pay the claim.
- We may avoid the policy with effect from the date of the fraudulent claim or fraudulent act
- ▶ **We** will not return **your** premium.

If **you** commit a fraudulent act on any other **policy**, then **we** may:

- cancel the policy
- consider letting the appropriate law enforcement authorities know about the circumstances.

5. Claims

- a. Reporting a claim
 - i. You or your personal representatives must immediately report any incident which may lead to a claim under the policy.
 You can phone us on 0818 7 365 24.
 - ii. If the loss or damage involves theft or malicious damage, you must tell the Garda Siochana or relevant police authority immediately.
 - iii. You must take all reasonable steps to get back the missing property.
 - iv. You must immediately send us any writ, summons, letter, claim or other document.
 - v. You must provide, within 60 days, any information and evidence we ask for, including written estimates and proof of ownership or value.
 - vi. You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.



It's up to **you** to prove any loss, so **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

b. Dealing with the claim

- i. You must not admit any claim made by someone else against you or make any agreement with them.
- ii. We have the right to negotiate, settle or defend any claim in your name and on your behalf.
- iii. You must not abandon any property to us for us to deal with.
- iv. You must make yourself personally available to meet with us to help us deal with your claim.
- v. You must not take any action that would prejudice our ability as insurers to verify the loss that you are claiming under the policy.

6. Cancelling the policy

To cancel the **policy**, just advise **us** by phone or in writing. **We** will refund premium on the following basis:

- If you request cancellation within 14 working days of the date upon which we inform you the policy has been incepted, we will refund the full premium.
- Otherwise, we will issue a refund based on the unused days left to run on the policy, provided no claims have been made on your policy. We will not refund an amount less than €15. We will not refund your premium if you are paying it under an instalment scheme (unless you made an overpayment).

We may cancel this policy by sending **you** ten days' notice in writing to **your** last known address.

7. Dispute resolution

Any disagreement that **we** have with **you** and that **we** cannot settle between **us** may be referred to the Financial Services and Pensions Ombudsman (see page 6 for contact details).

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, we may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding. If **you** wait more than a year to do this, **you** will be considered to have abandoned **your** claim and **you** cannot take it up again.

8. Your obligation to keep to the terms and conditions of the policy

This **policy** will only apply if:

- a. you keep to the terms, conditions and endorsements and the statements and answers in the statement of fact/proposal form are true; and
- **b.** as far as **you** know, the statements made and the information given to **us**, which form the basis of the contract, are complete and correct.

9. Payments

Any money paid under this **policy** will be paid in euro in the Republic of Ireland

10. Paying by instalments

If **you** are paying, or have agreed to pay the premium for this **policy** by instalments, **you** must keep **your** payments up to date. If **you** miss any payments, **we** will withdraw **your** option to pay by instalments or **we** will cancel the **policy** (or both).

11. Stamp duty

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 113 of the Finance Act, 1990.

12. Mains services and heating

You must turn off the mains water whenever **your holiday home** is unoccupied and **you** must appoint a responsible person to check the property regularly. If the **building** is unoccupied between the months of October to March, **you** must make sure;

- the gas and/or electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
- the water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if;

- your holiday home has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by a timing device).
- there is an adequate fuel supply to ensure you can comply with this requirement.
- the thermostat fitted to the central heating system is set to a minimum temperature of 55 degrees Fahrenheit (13 degrees Centigrade)
- ▶ the loft hatch, where fitted is left open.

SECTION A

Insurance for your buildings

Please look at your **schedule** to see if you have chosen this section.

What is the most we will pay?

We will not pay more than the **buildings** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, we will pay any additional amounts due under extensions to the following;

- 16. Loss of rent and the cost of other accommodation,
- 17. Replacing locks,
- 18. Fire brigade charges,
- 19. TV, radio, aerials and masts and satellite dishes;
- 20. Finding a leak; and
- 21. Emergency entries

What's covered	What's not covered
Your policy covers loss or damage to the building by the following causes:	
1. Fire, lightning, explosion or earthquake	
2. Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3. Storm or flood	We will not cover loss or damage:
	a. by frost;
	b. by subsidence, ground heave and landslip;
	c. to gates, hedges and fences;
	d. to open fronted or open sided outbuildings; or
	e. to felt roofs over 5 years old unless you can prove that the roof has been inspected by a professional builder every 3 years.



- 4. Riot, strikes, labour and political disturbances
- 5. Malicious damage
- 6. Water escaping from, or frost damage to, a fixed water, drainage or heating installation, plumbing or fixed domestic appliance

X

What's not covered

We will not cover loss or damage as a result of war or terrorism.

We will not cover loss or damage caused by people legally in the **holiday home**.

We will not cover loss or damage:

- caused by water escaping from a drain, water main or pipes which leads to subsidence or ground heave or landslip;
- caused by water leaking from shower units and baths through seals and grouting;
- **c.** to the part or appliance from which the water leaks; or
- **d.** to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber.



7. Subsidence or ground heave of the site on which the buildings stand, or landslip

X

What's not covered

We will not cover loss or damage:

- a. arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;
- b. to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause;
- c. to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges, tennis courts or walls unless the holiday home is damaged at the same time and by the same cause;
- caused by structural alterations, demolition, repairs or extensions to the holiday home;
- e. caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
- f. caused by made-up ground or land-filled sites settling or moving;
- g. caused by the coast or riverbank or lakeside wearing away; and
- h. to the **holiday home** which happened before cover was granted under this **policy**;
- i. caused by subsidence or ground heave of the site on which the buildings stand, or landslip if you hire any experts or contractors other than those carrying out emergency work without our permission.
 We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel.

8. Theft or attempted theft

 Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your building **We** will not cover loss or damage while the **building** is let or sublet or shared unless force and violence are used to gain entry or exit from the **holiday home**.

We will not cover loss or damage caused by animals owned by **you** or in **your** care, custody or control.



- Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing
- 11. Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation

Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.

12. Falling trees or branches

X

What's not covered

We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

We will not cover loss or damage:

- a. caused by pollution or oil spillage if you hire any experts or contractors, other than those carrying out emergency work, without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel or;
- **b.** to the part or appliance from which the oil leaked.

We will not cover:

- a. loss or damage caused by felling, lopping or topping trees;
- b. loss or damage to gates, hedges, walls and fences unless the holiday home is damaged at the same time; and
- **c.** the cost of removing the fallen tree if it has not damaged the **holiday home**.

Extensions to your building cover

The **buildings** section of **your policy** also includes the following cover.



What's covered

13. Removing debris and building fees

If there has been loss or damage which is covered under section A - Insurance for **your building**, **we** will pay for:

- **a.** the reasonable cost of removing debris;
- **b.** the reasonable extra cost of reinstating the **building** that **you** have to pay to keep to legal regulations or local authority bye-laws.

We will decide whether or not **you** require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the **building**. **We** will select the expert and **we** will discharge their reasonable fees.

The most **we** will pay for any one claim is 10% of the **building** sum insured.



What's not covered

We will not:

- a. cover any cost for keeping to requirements or regulations resulting from a notice served on you or anyone leasing or renting the property;
 - before the destruction or damage happened; or
 - for the undamaged parts of the **buildings**.
- **b.** pay for any expert engaged by **you**.



14. Damage to underground services

We will cover accidental damage to:

- cables and underground pipes which extend from the **buildings** to the public mains; and
- **b.** septic tanks and drain inspection covers.

15. Breakage of fixed glass and sanitaryware

We will cover accidental breakage of:

- a. fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas;
- b. ceramic hobs or tops of cookers; and
- c. fixed sanitaryware and bathroom fittings.

The **excess** will not be deducted for claims made under this extension to cover.

X

What's not covered

We will not cover loss or damage:

- a. to septic tanks unless you have:

 (i) obtained the necessary planning permission and building control approval
 (ii) maintained it in accordance with the manufacturers guidelines, including servicing and de-sludging requirements
- **b.** resulting from any maintenance, routine repair, clearing or emptying of any septic tank;
- **c.** arising from faulty workmanship, faulty design or using faulty materials;
- **d.** covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- e. which are not **your** legal responsibility;
- f. whilst the home is undergoing any structural repairs, alterations or extensions;
- **g.** while the **home** is left unoccupied or unfurnished for 40 days in a row or more;
- **h.** as a result of tree root action;
- i. by wear or tear or anything which happens gradually; or
- j. by mechanical or electrical breakdown.

We will not cover loss or damage to ceramic hobs or tops in moveable cookers.



🗶) What's not covered

16. Loss of rent and the cost of other accommodation

We will always try to keep you in **your home** if **we** can. This may involve solutions to overcome temporary interruptions in essential facilities e.g. loss of running water or cooking facilities.

If that isn't possible and where **we** are satisfied that the **home** cannot be lived in because of loss or damage by causes 1 to 12 (as noted on pages 19 to 22), **we will pay**:

the amount of rent (if **you** have tenants) **you** should have received but lost while the **holiday home** was unfit to live in.

The most **we** will pay for any one claim is 20% of the **building** sum insured. **You** will need to provide proof of any expense incurred.

17. Replacing locks

We will pay the cost of replacing locks (including keys) to any outside door of the **holiday home** or any domestic safe or intruder alarm protecting the **holiday home** if the keys have been stolen from the **holiday home**.

We will not pay more than €750 for any one claim under the **policy**.

The **excess** will not be deducted for claims made under this extension to cover.

18. Fire brigade charges

We will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting **your** property in circumstances which have given rise to a valid claim under the **policy**.

We will not pay more than €3,000 for any one claim under the **policy**.

We will not cover the cost of replacing keys and locks to a garage or **outbuilding**.



19. Television, radio aerials and masts and satellite dishes

We will cover loss or damage to television and radio aerials and masts and satellite dishes outside.

We will not pay more than €2,500 for any one claim under the **policy**.

The **excess** will not be deducted for claims made under this extension to cover.

20. Finding a leak

We will pay up to €750 for necessary and reasonable costs that you incur in finding the source of any water leak causing damage which is covered under cause 6 of this section.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

21. Emergency Entries

We will pay for loss or damage to the **buildings** caused when the fire brigade, the Garda Siochana or the ambulance service have to make a forced entry because of an emergency to **you**.

We will not pay more than €1,200 for any one claim under the **policy**.

X

What's not covered

We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

The costs of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.

Optional cover - accidental damage to your buildings

Your schedule will show if you have chosen this cover.



What's covered

22. Accidental damage or loss to **your building.**



What's not covered

We will not cover accidental damage or loss:

- a. specifically excluded under Section A Insurance for your buildings;
- **b.** by frost;
- **c.** by vermin, insects, fungus, wet or dry rot;
- **d.** by chewing, scratching, tearing or fouling by domestic animals;
- e. by mechanical or electrical breakdown;
- f. specifically covered somewhere else in this policy;
- g. arising from altering or extending the building or the cost of maintenance or routine decoration; or
- h. caused by the process of cleaning, repair, alteration, washing, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on; or
- i. arising from faulty workmanship, faulty design or using faulty materials.

SECTION B

Insurance for your contents in the holiday home

Please look at **your schedule** to see if **you** have chosen this section.

What is the most we will pay?

We will not pay more than the **contents** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, we will pay any additional amounts due under the following extension:

- 13. Contents temporarily removed from the holiday home,
- 15. Audio visual equipment,
- 16. Replacing locks,
- 17. Fire brigade charges; and
- 18. Contents in the open.

A limit of 10% of the **contents** sum insured applies to **contents** kept in any **outbuilding** or garage belonging to the **holiday home**, unless otherwise agreed.



All of the following are covered as long as they belong to **you** or **you** are legally responsible for them and they are used for private purposes;

- ► Household goods, and
- Personal belongings

X

What's not covered

We will not cover:

- a. mechanically-propelled vehicles (other than lawnmowers and cultivators used just on your property, mobility scooters and electric wheelchairs),
 - ▶ watercraft,
 - aircraft (including all forms of drones),
 - ▷ caravans,
 - ▶ trailers

and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players;

- b. animals;
- c. landlord's fixtures, fittings and
- d. decorations inside the holiday home;
- e. **contents** more specifically insured by any other insurance;
- f. deeds, bonds, securities and documents;
- g. valuables such as jewellery, items of gold, silver or other precious metals, watches, furs, cameras, (including video cameras and camcorders) binoculars, pictures and other works of art, collections of stamps coins and medals;
- h. money this includes coins and bank notes in current use, cheques, postal orders and money orders, Premium Bonds, savings stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps; and
- i. property used for business purposes.



What's covered

Your policy covers loss or damage to the **contents** in the **holiday home** by the following causes:

1. Fire, lightning, explosion or earthquake



What's not covered

What's covered	What's not covered
2. Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3. Storm or flood	We will not cover loss or damage:
	a. by frost;
	b. to property in the open;
	c. to trees, shrubs and plants growing in the open; or
	d. to open fronted or open sided outbuildings.
4. Riot, strikes, labour and political disturbances	We will not cover loss or damage as a result of war or terrorism.
5. Malicious damage	We will not cover loss or damage caused by people legally in the holiday home .
6. Water escaping from a fixed water,	We will not cover loss or damage:
drainage or heating installation, plumbing or fixed domestic appliance	a. caused by water escaping from a drain, water main or pipes which leads to subsidence, ground heave or landslip; or
	b. to the part or appliance from which the water leaks.
	c. caused by water leaking from shower unit and baths through seals and grouting; or
	d. to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber.



7. Subsidence or ground heave of the site on which the buildings stand, or landslip

〈) What's not covered

We will not cover loss or damage:

- a. arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;
- **b.** to or resulting from solid floors or floor slabs moving unless the foundations of the outside walls are damaged at the same time and by the same cause;
- caused by structural alterations, demolition, repairs or extensions to the holiday home;
- **d.** caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
- e. caused by made-up ground or land-filled sites settling or moving;
- **f.** caused by the coastal or riverbank or lakeside wearing away; or
- **g.** which began before cover was granted under this **policy**.

8. Theft or attempted theft

- 1. We will not cover:
 - a. loss where the property is bought from you by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable, for any reason;
 - **b.** theft from the open;
 - **c.** theft from mechanically propelled vehicles.
- 2. **We** will not pay for the following unless violence and force have been used to gain entry or exit from the **holiday home**:
 - **a.** loss of or damage to **contents** in any part of the **holiday home** which is used for any trade, business or profession;
 - b. loss of or damage to contents in the holiday home if any part is let or sublet or lived in by anyone but you;
 - c. pedal cycles.



- 9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the holiday home
- Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing
- 11. Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation

Regardless of the tank age, you should check your oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.

12. Falling trees or branches

X

What's not covered

We will not cover loss or damage caused by animals owned by you or in your care, custody or control.

We will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

We will not cover loss or damage:

- a. caused by pollution or oil spillage if you hire any experts or contractors, other than those carrying out emergency work, without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel; or
- **b.** to the part or appliance from which the oil leaked.

We will not cover loss or damage caused by felling, lopping or topping trees.

Extensions to your contents cover

The **contents** section of **your policy** also includes the following cover.



What's covered

13. Contents temporarily removed from the holiday home

We will cover loss or damage by causes 1 to 12 (as noted on pages 27 to 30) to **contents** temporarily removed from the **holiday home** while anywhere in the Republic of Ireland, the United Kingdom, the Isle of Man or the Channel Islands.

The most **we** will pay for any one claim is 20% of the **contents** sum insured.

- **14.** Accidental breakage of mirrors and glass **We** will cover accidental breakage of:
- a. mirrors;
- **b.** fixed glass in, and glass tops of, furniture; and
- c. ceramic hobs and ceramic tops of cookers.

The **excess** will not be deducted for claims made under this extension to cover.



What's not covered

We will not cover loss or damage:

- a. by storm or flood to contents not in a building;
- **b.** by frost;
- c. by theft not involving force and violence used to get into or out of a **building**; or
- **d.** while the **contents** are removed for sale or exhibition or to furniture storage.

We will not cover loss or damage to to mirrors, glass, ceramic hobs and ceramic tops not in the **holiday home**.



15. Audio visual equipment

We will cover accidental damage to TV, video, audio and computer equipment, whilst in the holiday home.

The most **we** will pay for any one item is €2,000.

16. Replacing locks

We will pay the cost of replacing locks (including keys) to any outside door of the **holiday home** or any domestic safe or intruder alarm protecting the **holiday home** if keys have been stolen from the **holiday home**.

We will not pay more than €750 for any one claim under the policy.

The **excess** will not be deducted for claims made under this extension to cover.

17. Fire brigade charges

We will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting **your** property in circumstances which have given rise to a valid claim under the **policy**.

We will not pay more than €3,000 for any one claim under the **policy**.

18. Contents in the open

We will cover loss or damage by causes 1 to 12 to **contents** in the open but within the boundaries of the **holiday home**.

The **excess** will not be deducted for claims made under this extension to cover.

The most **we** will pay for any one claim is €1,000.

The **excess** will not be deducted for claims made under this extension to cover.

X

What's not covered

We will not cover loss or damage:

- to equipment designed to be portable while it is being transported, carried or moved;
- **b.** by mechanical or electrical breakdown;
- c. to media on which audio and/or visual content is stored; including but not limited to CD's, DVD's, console games, portable hard-drives, etc.;
- **d.** caused by or in the process of cleaning or dismantling equipment; or
- e. damage to equipment not in the **holiday** home.

We will not cover the cost of replacing keys and locks to a garage or **outbuildings**.

We will not cover loss or damage to:

- a. valuables and money;
- b. any plant, shrub or tree; or
- c. pedal cycles.

Optional cover - accidental damage to your contents in the holiday home.

Your schedule will show if **you** have chosen this cover.



What's covered

19. Accidental damage or loss to your contents in the holiday home

X

What's not covered

We will not cover accidental damage or loss:

- a. specifically excluded under under Section B – Insurance for your contents in the holiday home;
- **b.** covered somewhere else in this **policy**;
- c. caused by weather (other than storm or flood), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion, action of light, manufacturing faults, vermin or insects;
- **d.** arising from loss in value or consequential loss;
- **e.** by chewing, scratching, tearing or fouling by domestic animals;
- **f.** by mechanical or electrical breakdown;
- **g.** arising from faulty workmanship, faulty design or using faulty materials;
- h. caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on;
- i. caused by settlement or shrinkage;
- j. caused by any paying tenant or guest;
- **k.** to medical equipment including contact lenses, hearing aids and dentures;
- l. to food, drink or plants; or
- **m.** to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material).

SECTION C

Liability

Subsection 1 - your legal responsibility to the public

If you have chosen to insure your Buildings (Section A) only, you will be covered as property owner.

If **you** have chosen to insure **your Contents** (Section B) only, **you** will be covered for occupiers liability.

If **you** have chosen to insure both **your Buildings** (Section A) and **your Contents** (Section B), **you** will be covered as the property owner and **you** will be covered for occupiers liability.

Under subsection 1, **we** will not pay more than €3,000,000 for any one claim against **you** or a series of claims arising from one event.



What's covered

We will cover all amounts that **you** are legally responsible to pay as damages for:

- **a.** Death, bodily injury or illness to any person;
- **b.** loss or damage to property; which happens in or about the **building** during the **period of insurance**.

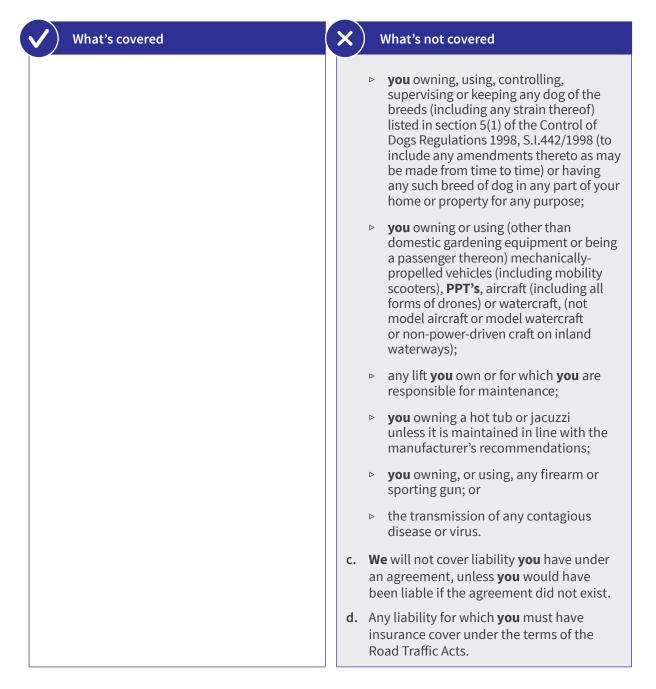
We will also pay legal costs and expenses anyone can recover and all costs and expenses **we** agree to in writing.

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



What's not covered

- a. We will not cover liability for:
 - ▶ bodily injury to you;
 - bodily injury any person suffers under a contract of service or apprenticeship with you and arising out of and in the course of that person's employment by you; or
 - ▶ loss of or damage to property belonging to you or in your custody and control.
- **b. We** will not cover liability arising from:
 - any wilful, malicious, deliberate or reckless act you commit;
 - you carrying out any trade, business, profession or employment;
 - you living in, using or controlling any land or building, other than the building referred to in section A or any temporary home;
 - you owning any land or building, other than, if section A applies, the building referred to in section A;
 - you owning or using animals other than horses, cats or dogs and other animals normally domesticated in the Republic of Ireland;
 - you owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts;



Subsection 2 - Liability to domestic employees

This subsection applies only if **you** have cover under section B - **contents**.

We will not pay more than €3,000,000 under subsection 2 for all damages, costs, fees and expenses for any one claim against **you** or series of claims arising from one event.



We will cover all amounts you are legally responsible to pay as damages for bodily injury (including death or illness) to any person under a contract of service with you just for private domestic duties. This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by you and happen anywhere in the world.

We will also pay legal costs and expenses anyone can recover and all costs and expenses **we** agree in writing.

For an injury or disease an employee suffers while temporarily employed outside the Republic of Ireland, the action for damages must be brought in a court of law in the Republic of Ireland.

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

X

What's not covered

- **a. We** will not cover liability arising from any deliberate or malicious act.
- **b. We** will not cover liability **you** have under an agreement unless **you** would have been liable if the agreement did not exist.
- c. We will not cover liability arising from you owning or using animals other than horses, cats or dogs and other animals normally domesticated in the Republic of Ireland.
- d. We will not cover liability arising from you owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts.
- e. We will not cover liability arising from you owning, using, controlling, supervising or keeping any dog of the breeds (including any strain thereof) listed in section 5(1) of the Control of Dogs Regulations 1998, S.I.442/1998 (to include any amendments thereto as may be made from time to time) or having any such breed of dog in any part of your home or property for any purpose.
- **f.** the transmission of any contagious disease or virus.
- g. We will not cover liability arising directly or indirectly in connection with demolishing or altering the **building** or any operation related to those activities.
- Any liability for which you must have insurance cover under the terms of the Road Traffic Acts

Endorsements



An **endorsement** is an alteration to the terms of the **policy**.

The following **endorsements** only apply if they are shown in the **schedule**.

1609 Buildings of farm property

The insurance under section A - **Buildings** of this **policy** applies only to those **buildings** described and used just for domestic and private purposes.

1610 Contents of farm property

The insurance under section B - **Contents** of this **policy** applies only to those **contents** described and used just for domestic and private purposes.

1615 Restriction of cover to fire and smoke damage on buildings and contents

Our liability under section A – **Buildings** or section B – **Contents** is restricted to: Cause 1: Fire, lightning, explosion and earthquake. Cause 2: Smoke

1622 Mortgagee clause

The interest of the company who provided any mortgage (lender) in this insurance will not be affected by any act or neglect of the borrower or anyone living, using or controlling any **building we** insure if the danger of loss or damage is increased without the lender's authority or knowledge as long as they immediately let **us** know about the increased risk in writing as soon as they become aware of it. They must pay any extra premium **we** may need.

1623 Exclusion of subsidence cover

 Section A - (Buildings) We will not cover loss or damage by Cause 7 - Subsidence or ground heave of the site on which the buildings stand, or landslip.

- 2. Section B (Contents) We will not cover loss or damage by Cause 7 Subsidence or ground heave of the site on which the **buildings** stand, or landslip.
- Section A (Buildings) We will not cover loss or damage by Cause 6 Water escaping from a drain, water main or pipes which leads to subsidence or ground heave of the site on which the buildings stand, or landslip.
- 4. Section B (Contents) We will not cover loss or damage by Cause 6 Water escaping from a drain, water main or pipes which leads to subsidence or ground heave of the site on which the buildings stand, or landslip.

1639 Excluding storm or flood cover

Cover under Cause 3 (Storm and Flood) of Section A (**Buildings**) and Section B (**Contents**) is excluded.

1646 Holiday home rented out

The cover provided in Section B - **Contents** - applies only to household furniture, furnishings, fittings and utensils which **you** own. Section B - **Contents** - does not cover stealing unless force and violence are used to get into or out of the **holiday home** and its domestic **outbuildings**. Section C - Liability - will cover claims made on **you** for causing bodily injury to any person or **accidental damage** to property caused by faults in the furniture, furnishings, fittings and utensils. The terms, conditions and limits of the **policy** will apply.







We're here to help.

If **you** have questions, phone **your Broker**.

For help with claims, ring **us** on **0818 7 365 24** (From outside ROI 003531 8583200)