

AA

Home Insurance

POLICY BOOKLET

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AA Home Insurance Policy

This is **Your** AA Home Insurance **Policy**. PLEASE READ IT CAREFULLY. This **Policy**, together with the **Schedule**, **Statement of Fact** and any **Endorsements** contained on the **Schedule**, shall be considered as one document. Please keep the **Schedule** and the **Policy** together as these set out the details of the legal contract between the **Insurer** and **You**.

The contract is based on the information **You** provided to **Us**, when **You** applied for the insurance and this information is in the most recent **Statement of Fact** issued to **You**.

Please check **Your Schedule** to find out which sections **You** have insured and read them along with **Your Policy**. **You** should also pay particular attention to the **Conditions** and Exclusions set out on pages 36 to 40 as these apply to all Sections and also any **Endorsements** that appear on **Your Schedule**. Whilst **Your** AA Home Insurance **Policy** insures **You** against a wide range of contingencies, it does not insure **You** against every possible loss, for example, it is not a maintenance contract, and if the only damage is due to wear, tear or deterioration there is no cover under **Your Policy**. If damage is caused by War Risks, Sonic Bangs, or Radioactive Contamination **You** should contact the appropriate Government Department or other Authority to recover **Your** loss as **Your** AA Home Insurance **Policy** along with all other household insurance policies does not insure **You** against these types of damage.

All monies which become or may become due under this **Policy** will in accordance with Section 93 of the Insurance Act 1936, as amended, be payable and paid in the Republic of Ireland in euro unless the **Insurer** specifically says otherwise. Premiums are subject to Government Levy and/or contribution where applicable. Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

AA Home Insurance Policy

Cooling Off Period

The period in which **You** have the right to withdraw from this **Policy** provided there has been no claim made. **You** can withdraw within 14 days of the starting date of cover or the date which **You** receive the full terms and **Conditions** of the **Policy**, whichever is later. Choosing to exercise this right will mean that no **Policy** was ever in place and will entitle **You** to a full refund of any premium paid. No claim may be made at a later date. **Your Policy** includes an AA Set Up Charge,

this charge is non-refundable should **You** wish to avail of **Your** Cooling Off Period, please refer to AA Terms of Business for more information on these charges.

Governing Law and Jurisdiction

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. The **Insurer** proposes that this insurance contract will be governed by Irish Law. The parties submit all their disputes arising out of or in connection with the interpretation of the **Policy** to the exclusive jurisdiction of the Courts of the Republic of Ireland without prejudice to the **Insurer's** comments on page 43 regarding the Financial Services and Pensions Ombudsman.

Communications between **You** and the **Insurer** about this **Policy** will be in English.

DUTY OF DISCLOSE

You are under a duty to answer all the questions that have been asked, honestly and with **Reasonable** care and attention. These questions are material in determining if **We** can accept this risk, what terms are applied and what premium is charged.

If **You** do not answer these questions honestly and with **Reasonable** care and attention, this could result in:

- The **Policy** being cancelled by **Us**
- A claim being rejected
- A reduction in the amount paid on an otherwise valid claim
- Terms and **Conditions** being amended

Should the **Insurer** take any of the aforementioned actions against **You**, **You** will be obliged to disclose this fact on any future request when seeking a quotation and/or cover. Such action by the **Insurer** is considered as the application of 'terms' / 'special terms' and may affect **Your** ability to get insurance cover in the future. Furthermore, failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the **Property**. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of the insurance.

Please note that **You** are obliged to notify **Us** immediately if any of the following occur:

- If the occupancy of the **Property** changes from what was last declared by **You**, for example: **Your Main Private Dwelling** becoming **Unoccupied** or becoming **Your Residential Investment/ Tenanted Property** or a **Holiday Home** or if a **Holiday Home** has changed from family use only to being let during the **Period of Insurance**.
- If building work is to be done on **Your Property** which is not routine repair, maintenance or decoration for example: any structural alteration to the **Property**, extension of the **Property** or any works that require the **Property** to be vacated for any period of time.
- If **You** or any member of **Your Household** have been convicted of any offence or have any prosecutions pending other than for speeding or parking offences.
- If any part of **Your Property** will be used for trade, professional or business purposes, other than office work carried out at the home that does not involve regular visits to **The Property**, or if any part of **Your Property** becomes a place of employment for any employee other than a **Domestic Employee** or a place where commercial goods are stored.
- If the security on **The Property** has reduced from what was advised at inception.

MAKING A CLAIM

What do I do if my Property is lost or damaged?

Naturally **We** hope **You** won't have any accidents or misfortune, but if **You** do, the following advice might be useful:

- Take any emergency action which may be necessary to protect **Your Property** from further damage e.g. switch off the gas, electricity and water. If **You** have to arrange for a contractor to carry out emergency work, please keep the repair details and invoices which the Insurer will need to see.

- Check **Your Policy** wording carefully, to see if the loss or damage is covered. **Your Policy** lists the events (e.g. **Storm** or stealing) which are covered and not covered and also any general exclusions or **Conditions** which apply to Your whole **Policy**. Your Schedule lists the Sections of the **Policy** that You have chosen along with any Endorsement(s) applying.
- Remember that **Your Policy** is not a maintenance contract and does not cover any loss or damage caused by normal wear and tear - no insurance policy does.
- To make a claim simply call AA Claims Assist on 0818 332 343. **Our** claims team is available 24 hours a day, 365 days a year. An AA claims advisor will take details of Your claim and confirm what You need to do next. Please do not dispose of damaged items before the Insurer has had the opportunity to inspect them or carry out any repairs apart from any emergency action You need to take.
- Report any incident involving loss, stealing, malicious damage or hit and run damage to the Gardaí or local law enforcement agency.
- If claim is being made against You or any of **Your Household** for any injury or damage to property, You must send the Insurer full details, in writing, immediately. Any letters or legal documents You receive should be sent to the Insurer, unanswered, without delay. It is most important that You leave the Insurer to deal with the matter on Your behalf and do not get involved in any correspondence or conversation with the other person, company or entity.

How will the Insurer deal with my claim?

The **Insurer** will aim to deal with **Your** claim promptly, efficiently and fairly. At all times the **Insurer** will try to provide **You** with the highest standard of service. If **You** have any comment or complaint or if the **Insurer's** service has not met **Your** expectations please let them know.

The **Insurer** will decide how to settle **Your** claim. Depending on the type of claim and value involved the **Insurer** may;

- Contact You by telephone, letter or email to progress Your claim.
- Arrange for one of the Insurer's claims team or loss adjusters to personally contact You.
- Appoint a loss adjuster to deal with Your claim on the Insurer's behalf.
- Appoint the **Insurer's Managed Repair Network of Building Contractors** to complete the works and the Insurer will take responsibility for the satisfactory completion of such works by them.

Please refer to the claims settlement paragraph at the end of each of the Sections for further details on how **Your** claim, where covered, will be settled.

DEFINITIONS

Any word listed under 'Definitions' will start with a capital letter, bolded and in italics wherever it appears in **Your Policy**. These words will have the meaning set out below wherever they are used in the **Policy**, **Schedule** or Endorsement(s).

DEFINITIONS are listed in Alphabetical Order

AA Member

An AA customer paying for AA Roadside Rescue or AA Home Membership cover at the time of the inception of this **Policy** or at last renewal (whichever is the later).

Accidental Damage

Sudden, unexpected and visible damage which has not been caused on purpose.

Asbestos Containing Materials

Any material containing asbestos or **Asbestos Dust**.

Asbestos Dust

Fibres or particles of asbestos.

Betterment

Increase in value following repair or replacement.

Buildings

The Property including its garages, domestic outbuildings, greenhouses, sanitary fixtures, swimming pools, permanently sited hot tubs, tennis courts, polytunnels, garden ponds, statues and fountains permanently fixed into the ground, patios, terraces, drives, footpaths, fuel tanks, septic tanks and service tanks, walls, gates, fences, hedges under 2 metres high, aerials, satellites and their fittings and masts, solar panels and photovoltaic panels attached to the roof, heat exchange units, the fixtures and fittings permanently fixed to the **Buildings**, fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances, all on the same site within the boundaries of the **Property**.

What is not covered:

- Wind Turbines and their accessories.

Caravan

Any **Caravan**, trailer tent or mobile home including its fixtures, fittings, awnings, decking, veranda and **Caravan** contents kept within the **Caravan** owned by any member of **Your Household** when included in the **Policy Schedule** and used for social, domestic and pleasure purposes only.

Condition

A **Condition** is a requirement which must be complied with by **You**.

Contents

All household goods stored within the **Property** owned by **You** or any member of **Your Household** or for which they are responsible including **Home Office Equipment**, **Valuables**, clothing, **Personal Effects** and **Money**. Fixtures and fittings for which **You** are responsible as occupier of the **Property** including aerials, satellite aerials and their fittings and masts. Visitors and **Domestic Employees Personal Effects** not otherwise insured.

What is not covered:

- **Buildings** including fitted wooden or laminated flooring, kitchen, bathroom or bedroom units and their integrated appliances unless insured as part of apartment owners improvements cover;
- **Contents** in any shared domestic outbuilding in an apartment complex or residential complex;
- **Caravans**, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories, keys or parts;
- Plants, hedges, trees and shrubs in the garden;
- Polytunnels;
- Living creatures;
- Unmanned aerial vehicles (UAVs), drones or radio controlled aircrafts;
- **Money** belonging to resident **Domestic Employees**, Paying Guest(s) or Tenant(s);
- Any item(s) used or held for business or professional purposes other than **Home Office Equipment**;
- Any item(s) more specifically insured by another **Policy**;
- Tenant(s) **Contents**;
- Paying Guest(s) **Contents**;
- **Contents** in domestic outbuildings exceeding €3,000

Domestic Employee(s)

Any person employed under a contract of service by **You** for private domestic duties including gardeners, groundskeepers, cleaners, window cleaners, babysitters, cooks, home help/carers, au pairs, dog walkers, housemaids, housekeepers, maids, nannies or persons carrying out routine maintenance work other than building contractors or persons engaged to make extensions or non- maintenance alterations to the **Property**.

Endorsement(s)

Changes to the terms of **Your Policy** which if applicable are shown on **Your Schedule**.

Excess

The amount shown on **Your Schedule** which **You** pay for any one incident resulting in a claim. If a claim is made under two or more sections of the **Policy** for loss or damage resulting from the same cause at the same time, only one **Excess** (whichever is the higher **Excess**) will be deducted from the total amount of the claim payment.

Fees

Fees for architects, surveyors and other professionals registered in accordance with "The Building Control Act 2007", as amended, which **You** have to pay in connection with repairing or reinstating the **Buildings** at the **Property** following a valid claim.

Fees not covered:

- Those which **You** have to pay to prepare a claim.
- Those which **You** incur without the **Insurer's** permission.

Flood

Water escaping or being released from the normal confines of any lake, river, stream, canal, sea, turlough, dam or any other body of water or the extremely heavy or persistent downpour of rain that saturates a drainage system or the land surrounding the **Property** so that the excess water cannot be absorbed, causing the water to enter the **Property** at ground level causing damage.

Ground Heave

Upward movement or expansion of the site on which the **Buildings** stand due to the removal of load from the site or actions within the site itself.

High Risk Items

Personal computer, audio and video equipment, tablet computers, electronic games and consoles, **Jewellery** (including watches) and articles of precious metal, clocks, photographic equipment, mobile phones, furs, pictures, works of art, curios and collections.

Holiday Home

The Property at the insured address on the **Schedule** which is not used as **Your Main Private Dwelling** and is used solely for recreational private living accommodation purposes.

Home Office Equipment

Any computers, laptops, printers, scanners, word processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer aided design equipment, telecommunication equipment and office furniture owned by **You** or any member of **Your Household** but excluding business or **Home Office Equipment** otherwise insured.

Insurer

The insurance company as specified in **Your Schedule** on whose behalf this **Policy** document is issued.

Jewellery

Objects that are worn about the person such as bracelets, rings, necklaces, watches, earrings, cuff links, precious stones or valuable metals.

Landslip

The sliding of a mass of loosened rocks or earth down a hillside or slope or the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

Lived In

A **Property** that is furnished, habitable and occupied by at least one person sleeping overnight and carrying out normal living activities on a day to day basis.

Loss of Eye

Physical loss of an eye or permanent and total loss of sight in one or both eyes.

Loss of Limb

Leg - Physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg.

Arm - Physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete hand or arm.

Main Private Dwelling

Your main residence for private living accommodation.

Managed Repair Network of Building Contractors

This is a panel of building contractors approved by the **Insurer**.

Money

Current bank notes and coins, cheques, **Money** and postal orders, current postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens.

What is not covered:

- Securities and certificates (other than savings certificates and documents).
- Bitcoins, virtual currencies or crypto currencies.
- Promotional vouchers, lottery and raffle tickets.
- **Money** belonging to **Domestic Employees**, Tenant(s) or Paying Guest(s).
- **Money** held for business or professional purposes

Paying Guest(s)

- Person(s) occupying **Your Main Private Dwelling** with You as guests, for which payment is being received by You, where You operate. A registered and approved B&B by Fáilte Ireland and which can accommodate no greater than 6 guests at any one time.
- Person(s) who are renting bedroom(s) in **Your Main Private Dwelling** with You, for which payment is being received by You under a letting arrangement/licensee agreement which has a minimum duration of 3 months.
- International student(s) and/or Gaeltacht students occupying **Your Main Private Dwelling** with You as guests, for which payment is being received by You, for a period less than 3 months where You are a host family approved to house such students.

The number of Paying Guest(s) permitted in **Your Main Private Dwelling** at any one time is limited to 6 in total. Cover in respect of Paying Guest(s) only applies where notified to **Us** and accepted by the **Insurer** and on the basis that the **Property** is occupied by **You** as **Your Main Private Dwelling**.

Period of Insurance

The period starting and ending on those dates shown on **Your Schedule** and for any following period but only if the **Insurer** accepts **Your** renewal premium.

Permanent Total Disablement

Permanent Total Disablement (other than by **Loss of Limb or Loss of Eye**) from gainful employment of any and every kind and such disablement is proved to the **Insurers Reasonable** satisfaction to be permanent and without any expectation of recovery

Personal Effects

Articles normally worn, carried or used about the person in everyday life.

Personal Possessions

Valuables, Personal Effects, sports equipment and clothing belonging to **You** or **Your Household** or for which **You** or **Your Household** are responsible.

Policy

All documents issued to **You** including **Your Statement of Fact**, this **Policy** booklet, **Your Schedule** and any **Endorsements** contained on **Your Schedule**.

Property

The house or (self-contained purpose built) apartment at the insured address shown on the **Schedule** and used for private living accommodation purposes only.

Reasonable

Using sound or moderate judgement without making unfair demand.

Removal of Debris

Any amount the **Insurer** agrees to pay for removing debris, demolishing, propping or shoring up parts of the **Buildings** which have been damaged.

Residential Investment/Tenanted Property

The house or (self-contained purpose built) apartment at the insured address shown on the **Schedule** which is rented to Tenant(s) for private living accommodation only and is not used as **Your Main Private Dwelling**.

Schedule

The document which sets out **Your** details, the **Period of Insurance**, the insured address, the Sections of the **Policy** that are operative i.e. the Sections **You** have insured (along with any **Endorsements** applying) and the levels of cover applying.

Settlement

The downward movement of the site on which the **Buildings** stand due to the application of loading from the **Buildings**.

Statement of Fact

A record of information provided by **You** which describes **You** and any details specific to **You** or the **Property**. It contains the most up to date record **We** have of **Your** risk details, **Your** previous responses to specific questions, and or statements that **You** previously confirmed were true. **We** rely on these details when deciding to provide cover, calculating the premium and applying terms and **Conditions** to **Your Policy**.

Storm

An extreme weather condition with strong winds in excess of 48 knots that may be accompanied by heavy rain and which is capable of causing damage to the **Buildings** which are in sound condition and good repair.

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Sum Insured

The limit shown on the **Schedule** for each operative section.

Tenant(s)

Any person(s) living in **Your Residential Investment/Tenanted Property**, for which payment is being received by **You**, under a letting or tenancy agreement with **You** for a period of not less than 6 months.

Unfurnished

Not adequately furnished or equipped for normal living purposes.

Unoccupied

A **Property** not **Lived In** by **You**, a member of **Your Household**, anyone who has **Your** permission or Tenant(s), for more than 45 consecutive days.

Valuables

Jewellery, furs, pictures, works of art, clocks, collections of coins, medals or stamps and any articles made of precious metal.

We/Us/Our

AA Ireland Limited trading as AA Insurance. AA Ireland Limited trading as AA Insurance.

Wheelchair

Any **Wheelchair** or similar mobility scooter specifically designed for the disabled or infirm and which does not legally require to be licensed for road use and/or not capable of travelling at more than 4 miles per hour (or equivalent in kilometres per hour).

You/Your/Policyholder

Whoever is named on the **Schedule** as the Policyholder(s).

Your Household

You, **Your** family (including **Your** spouse or de facto spouse and all children and their spouses or de facto spouses) who normally live with **You** and also including **Your Domestic Employee(s)** who normally live with **You**.

BUILDINGS SECTION

This Section sets out the cover the **Insurer** provides for **Your Buildings** (subject to the **Sum Insured** limit shown on **Your Schedule**). The cover in this **Buildings** Section only applies if shown on **Your Schedule**.

What is covered

Damage to **Your Buildings** caused by the following:

a. Fire, explosion, lightning, earthquake or smoke

What is not covered:

- The **Excess** on **Your Schedule**
- Damage by smoke from air pollution
- Damage by smoke from fireplaces

b. Escape of water from any washing machine, dishwasher, fish tank, fixed water or heating installation or domestic appliance

What is not covered:

- The **Excess** on **Your Schedule**
- Damage by smoke from air pollution
- The Escape of Water **Excess** on **Your Schedule** Damage by water escaping which results in any one of the following:
 - i. **Subsidence** or Ground Heave of the site beneath the **Buildings**;
 - ii. Movement, **Settlement** or shrinkage of any part of the **Buildings** or of the land belonging to the **Buildings**;

iii. **Landslip**

- Damage caused by **Flood**
- Damage to the component or appliance from which the water escapes
- Loss or damage caused by the slow, gradual escape of water through seals or grouting
- Damage caused by remediation to a standard which will pose a risk to health or property
- Damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

c. **Escape of oil from any fixed domestic heating installation**

What is not covered:

- The **Excess** on **Your Schedule**
- Damage to the component or appliance from which the oil escapes
- Damage caused by remediation to a standard which will pose a risk to health or property, or works carried out by a contractor unless prior approval or agreement has been reached with the **Insurer**
- Damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

d. **Impact involving animals, vehicles, trains, aircraft, or any other flying object or anything dropped or falling from them**

What is not covered:

- The **Excess** on **Your Schedule**
- Damage caused by animals owned by or in the care, custody or control of **You** or members of **Your Household**

e. **Falling trees or branches**

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage to gates, fences or hedges
- Damage caused by cutting, felling or lopping of trees or branches
- The cost of removing a tree or branch unless the **Buildings** are damaged at the same time

f. **Falling aerials, masts, satellite dishes or security cameras**

What is not covered:

- The **Excess** on **Your Schedule**
- Damage caused by aerials or masts over 15 metres high (unless prior agreement has been reached with the **Insurer**)
- Any amount exceeding €700 in respect of any one claim under the **Policy**
- Any loss where the **Insurer** makes a payment under the **Contents** Section of the **Policy**

g. **Riot, civil unrest, striking workers, labour disturbance or political disturbance**

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

h. **Malicious acts or vandalism**

What is not covered:

- The **Excess** on **Your Schedule**
- Damage caused by any one of the following:
 - i. **You** or **Your Household**;
 - ii. Any person lawfully in the **Buildings**;

- iii. Tenant(s) who act or have acted unlawfully or who have been issued with an eviction notice;
- iv. Paying Guest(s) who act or have acted unlawfully or are unlawfully in the **Property**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

i. Storm

What is not covered:

- The **Excess** on **Your Schedule**
- Damage caused by frost
- Damage to gates, hedges, fences or tennis courts
- Loss or damage to roofs constructed with torch-on felt or mineral felt exceeding 10 years of age

j. Flood

What is not covered:

- The **Excess** on **Your Schedule**
- Damage to gates, fences, or tennis courts unless the **Property** is damaged at the same time by the **Flood**
- Damage caused by frost
- Damage where cover for **Flood** has been excluded from the **Policy** as set out on **Your Schedule**
- Damage by **Flood** which results in any one of the following:
 - i. **Subsidence** or Ground Heave of the site beneath the **Buildings**;
 - ii. Movement, **Settlement** or shrinkage of any part of the **Buildings** or of the land belonging to the **Buildings**;
 - iii. **Landslip**

k. Subsidence or Ground Heave of the site beneath the Buildings or Landslip

What is not covered:

- The **Subsidence Excess** on **Your Schedule** or any higher **Subsidence Excess** included in any Endorsement on the **Schedule**
- Damage where cover for **Subsidence** has been excluded from the **Policy** as set out on **Your Schedule**
- Damage to patios, permanently sited hot tubs, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges, and gates unless the **Property** is damaged at the same time by this **Subsidence** or Ground Heave of the site beneath the **Property** or **Landslip**
- Damage caused by bedding down of structures or **Settlement**
- Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the **Property** are damaged at the same time by this **Subsidence** or Ground Heave of the site beneath the **Buildings** or **Landslip**
- Damage caused by a coastline, lakeshore or riverbank being worn away
- Damage resulting from any one of the following:
 - Demolition or structural repairs or alterations to the **Buildings**;
 - Inadequate foundations or faulty workmanship or the use of defective materials in the **Buildings**
- Damage arising directly or indirectly from pyrite or sulphate

l. Stealing or attempted stealing

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage caused by any one of the following:

- i. **You** or **Your Household**;
- ii. Any persons lawfully in the **Buildings**;
- iii. Tenant(s) who do not vacate the **Buildings** after any eviction notice has expired;
- iv. Paying Guest(s) who act or have acted unlawfully or are unlawfully in the **Property**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive Days or if the **Property** is Unfurnished
- Loss or damage unless entry has been gained using threatening behaviour to the person or physical damage to the **Buildings**
- Damage not reported to the Gardaí within 24 hours of discovery

This Section sets out the additional cover provided for **Your Buildings**

What is covered

Damage to **Your Buildings** caused by the following:

m. Damage to underground services

Accidental Damage to drains, pipes, cables and underground tanks, which are located within the boundaries of the **Property** and used to supply the **Buildings**

What is not covered:

- The **Excess** on **Your Schedule**
- Resulting damage following **Accidental Damage** to cables or underground services that are located within the boundaries of the **Property** and supplying the **Buildings**
- Loss or damage by any one of the following:
 - i. By gradual deterioration which has caused an installation to reach the end of its serviceable life;
 - ii. Caused by or from demolition, alteration or repair of the **Buildings** other than by **You** or **Your Domestic Employee(s)**;
 - iii. Caused by or from poor or faulty design, workmanship or materials
- Damage arising directly or indirectly from pyrite or sulphate
- Damage which **You** are not legally responsible to repair
- Any amount exceeding €1,000 in respect of any one claim under the **Policy**

n. Damage to any fixed domestic water or heating installation caused by freezing

What is not covered:

- The Escape of Water **Excess** on **Your Schedule**, where the damage is caused by the escape of water from any fixed domestic water or heating installation or domestic appliance
- Damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

o. Accidental breakage to glass, ceramic hobs or sanitary ware fixed to and forming part of the Buildings

What is not covered:

- The **Excess** on **Your Schedule**
- Breakage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- The replacement cost of any part of the item other than the broken glass, ceramic hob or sanitary ware

p. Cover while You are selling the Buildings

If between the date the contracts for sale have been signed and exchanged by both parties to the date the sale is completed, **Your Buildings** are damaged by anything covered under the **Buildings** Section of the **Policy**, the buyer shall be entitled to the benefit of this cover during this period

What is not covered:

- The **Excess** on **Your Schedule**

- This cover does not apply if insurance on the **Buildings** at the insured address on the **Schedule** has been arranged by or for the buyer
- Damage by any cover listed elsewhere in the **Buildings** section and which is specifically excluded under the **Policy**

q. Fire Brigade Charges

The cost of charges levied on **You** by a **Local Authority** in accordance with the provisions of the Fire Services Act 1981, as amended, for Fire Brigade attendance as a result of any incident involving fire affecting the **Buildings**. The **Policy Excess** does not apply

What is not covered:

- Any amount which the **Insurer** is required to pay under the **Contents** Section
- Any amount exceeding €3,000 in respect of any one claim under the **Policy**

r. Emergency Access to the Buildings

Damage caused to the **Buildings**, including costs to reinstate **Your** garden within the boundaries of the **Buildings**, by the Fire Brigade or Ambulance Services for the purposes of gaining entry to the **Buildings**. The **Policy Excess** does not apply

What is not covered:

- Any amount exceeding €700 in respect of any one claim under the **Policy**

s. Trace and Access - Finding a Leak

The **Insurer** will pay the **Reasonable** cost of removing and replacing any part of the **Buildings** or the land belonging to and within the boundaries of the **Property** necessary to find a leak from a household heating or water system which has caused an escape of water or oil

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage to the component or appliance from which the water or oil escapes
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Any amount exceeding €700 in respect of any one claim under the **Policy**

t. Alternative accommodation and/or loss of Rent

If the **Property** is not habitable because of damage covered by the **Buildings** Section:

The Insurer will pay:

- The rent **You** would have received
- The costs of necessary comparable alternative accommodation for **You, Your Household** and **Your** domestic pets during the period until the **Property** is fit to live in again

What is not covered:

- Any costs **You** agree to pay without the **Insurer's** written permission
- Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the **Buildings** at the time of the loss
- Any costs arising from damage by any cover listed elsewhere in the **Buildings** Section and which is specifically excluded under the **Policy**
- If the **Property** is normally let to Tenant(s):
 - Any rent owed by the Tenant(s) to **You** for a period prior to the loss or;
 - Any share of rent or any other charges or expenses payable to letting agents or;
 - The returning of any deposits to Tenant(s) or;
 - Any loss of rent incurred after the **Property** is fit to be let
- Any costs arising from damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Any costs arising for the **Property** if it is insured as a **Holiday Home**
- Any costs arising from **Your** inability to operate a registered and approved B&B by Fáilte Ireland
- Any amount exceeding 15% of the **Sum Insured** under this Section in respect of any

- one claim under the **Policy**
- Any amount the **Insurer** becomes liable to pay under the **Contents** Section of the **Policy**
- Any amount in respect of mortgage repayments

The following additional cover is provided for **Your Buildings** but only if **Your Schedule** states that **Accidental Damage** is included

What is covered

Damage to **Your Buildings** caused by the following:

u. Accidental Damage to Your Buildings

What is not covered:

- The **Excess** on **Your Schedule**
- Damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Damage occurring when the **Property** is lent, let or sub- let to anyone other than **Your Household**
- Damage caused by water entering the **Property** other than by rainwater entering through a window accidentally left open
- Damage by any cover listed elsewhere in the **Buildings** section and which is specifically excluded by the **Policy**
- Damage caused by a coastline, lakeshore or riverbank being worn away
- Damage caused by or from demolition, alteration or repair to the **Buildings**
- Damage arising directly or indirectly from pyrite or sulphate
- Damage caused by **Subsidence** or Ground Heave of the site beneath the **Buildings** or **Landslip**
- Movement, **Settlement** or shrinkage of any part of **Your Buildings** or of the land belonging to **Your Buildings**
- Damage caused by the weight of snow or the sudden shifting of an accumulation of snow

Inflation Protection for the Buildings

Index Linking

This clause is not operative unless stated on **Your Schedule**.

The **Insurer** will continuously monitor a number of rebuilding indices and will adjust **Your Buildings Sum Insured** at **Your** renewal using an index that the **Insurer** feels best protects **You** against inflation. Where indexation applies to **Your Policy**, it will operate as follows:

- The index applied will be chosen by the **Insurer** and will be outlined on **Your Schedule** showing the revised increased **Buildings Sum Insured** for the **Period of Insurance**.
- Although the **Insurer** will adjust **Your Buildings Sum Insured** monthly, no additional premium will be charged by the **Insurer** for these adjustments between the renewal dates of **Your Policy** but the renewal premium will be calculated on the revised **Sum Insured**, including any adjustment for inflation protection, when **Your** renewal is being prepared by the **Insurer**.
- If the index falls, the **Insurer** will not adjust **Your Sum Insured** downward unless **You** ask the **Insurer** to.
- Inflation protection only applies to the **Buildings Sum Insured** and does not apply to any other monetary amounts under the **Policy**.
- Inflation protection will continue to apply following loss or damage by any cause listed in this section for the duration that the **Buildings** are being repaired or reinstated, provided **You** take all **Reasonable** steps to ensure that the reinstatement is carried out without delay.

Important points to note:

- The adjustments made by the **Insurer** do not take account the significant differences in property rebuilding costs and may therefore not be sufficient for **Your** needs. The **Insurer** strongly advises that **You** do not rely on the **Insurer's** adjustments alone to ensure **Your Buildings Sum Insured** is adequate and recommend that **You** review **Your Buildings Sum Insured** using the Society of Chartered Surveyors guidelines at www.scsi.ie.

The cover in this **Buildings** Section only applies if shown on **Your Schedule**

- It is **Your** responsibility to review **Your Buildings Sum Insured** and ensure it is adequate for **Your** needs.
- Underinsurance applies to this **Policy** so where the **Sum Insured** is less than the full rebuilding cost at the time of the damage, the **Insurer** will pay only for the proportion of the damage the **Sum Insured** bears to such cost.

How the Insurer Settles Claims

If **You** wish to claim under this section of **Your Policy** please follow the steps detailed in the "Making a Claim" section pages 3 and 4. **You** should also read the **Policy Conditions** and **Policy Exclusions** on pages 36 to 40. **You** must provide access to the **Buildings**, and facilitate an inspection, for the **Insurer's Managed Repair Network of Building Contractors** to quote for the cost of repair/ reinstatement.

Where the **Insurer** opts to repair/reinstate, the **Insurer** reserves the right to use their **Managed Repair Network of Building Contractors** to complete the works and the **Insurer** will take responsibility for the satisfactory completion of those works by them.

If the **Insurer** decides to settle **Your** claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by the **Insurer** and a portion of the agreed sum may be retained by the **Insurer**, as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope and specified documentation has been furnished to the **Insurer**. Where such **Conditions** apply the **Insurer** can defer

- (a) 5% of the claim settlement amount in a case in which the claim settlement amount is less than €40,000 or
- (b) 10% in a case in which the claim settlement amount is €40,000 or more.

Claims Settlement for Buildings

Provided the damage is covered under **Your Policy**, the **Insurer** will settle **Your** claim as explained below subject to the maximum amount payable.

1. Where

- the damaged parts of the **Buildings** can be repaired or reinstated, and
- the **Buildings** are in good repair, and
- the **Sum Insured** is not less than the cost of rebuilding the **Buildings**, inclusive of **Fees, Removal of Debris**, and **Local Authority** Requirements.

The **Insurer** will decide how to settle **Your** claim, they will either;

- repair/reinstate or
- pay the full agreed **Reasonable** cost of repair/reinstatement to the **Buildings** to **You**.

2. Buildings not insured for the correct amount - Underinsurance Clause.

Where the **Sum Insured** is less than the full rebuilding cost including **Fees** at the time of the damage the **Insurer** will pay only for the proportion of the damage the **Sum Insured** bears to such rebuilding cost.

3. Where the Buildings are not in good repair, the Insurer will make a deduction from any settlement for wear, tear, depreciation and/or Betterment.

4. If the repair or replacement is not carried out, the Insurer will pay the lesser of

- The decrease in market value of the **Buildings** solely due to the damage or

- The cost of the work had it been completed by their **Managed Repair Network of Building Contractors** or the cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors, provided that the repair work was carried out without delay and completed to an agreed standard.

Maximum Amount payable for Buildings

The maximum amount payable for **Your Buildings** in respect of any one incident, (including **Fees, Removal of Debris** and **Local Authority** requirements) is the **Buildings Sum Insured** limit (less any **Excess**). The **Sum Insured** on the **Buildings** will be reinstated following the payment of any claim.

Owners liability to the public

The cover in this **Buildings** Section only applies if shown on **Your Schedule**

What is covered

Your legal liability as owner (but not occupier) of the **Buildings** or the land belonging to, and within the boundaries of the **Property** at the insured address on the **Schedule**, to pay damages which arise from any single event occurring during the **Period of Insurance** which results in:

- i. Accidental bodily injury, death, disease or illness of any person

or

- ii. Accidental loss of or damage to property

What is not covered:

The **Insurer** will not pay for liability arising directly or indirectly from:

- Any injury, death, disease or illness of any member of **Your Household**
- Loss of or damage to property owned, occupied or in the custody or control of any member of **Your Household**
- Loss or damage arising out of land used for commercial or business purposes
- An agreement unless the liability would have existed without the agreement
- **Your** employment, business or profession other than the provision in the **Property** of:
 - i. A child minding service for up to 2 children provided the **Property** is occupied by **You** as **Your Main Private Dwelling** or;
 - ii. Accommodation for up to 6 Paying Guest(s) provided the **Property** is occupied by **You** as **Your Main Private Dwelling**
- Any mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment being used at the **Property**), wheelchairs and mobility scooters capable of travelling at more than 4 miles an hour (or equivalent kilometres per hour), lifts (other than internal stair lifts), boats (other than hand propelled boats), hovercraft, aircraft, trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**
- Injury to any person in **Your** employment
- The use of any vehicle for which insurance is compulsory under the Road Traffic Act, as amended
- Unmanned aerial vehicles (UAV's), drones or radio controlled aircraft
- The ownership possession or use of any bouncing castle, inflatable game or trampoline in or about the **Property** and within the boundaries of the land belonging to the **Property** unless such item is situated on a soft surface in its own space away from walls, trees or fences and attended to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned in a location which prevents access by minors and allows immediate access by an adult to a cut-off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item
- The ownership possession or use of a swimming pool, hot tub, spa or jacuzzi in or about the **Property** unless such item is attended to or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a

- location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use
- Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- Accidental loss of or damage to property arising out of actual or suspected exposure to asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- The administering of drugs/medication or the lifting of a patient by a person acting as a home help or a carer
- Any incident(s) where the **Insurer** may become legally liable to pay under the **Contents** Section

Limit

The **Insurer** will pay up to €3,000,000 in connection with any one incident inclusive of any legal costs and expenses which **You** have to pay provided the **Insurer** confirms this agreement in writing.

CONTENTS SECTION

This Section sets out the cover the **Insurer** provides for **Contents** while in the **Property** (subject to the **Sum Insured** limit shown on **Your Schedule**)

The cover in this **Contents** Section only applies if shown on **Your Schedule**

What is covered

Loss or damage to the **Contents** while in the **Property** caused by the following:

a. Fire, explosion, lightning, earthquake or smoke

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage by smoke from air pollution
- Loss or damage by smoke from fireplaces

b. Escape of water from any washing machine, dishwasher, fish tank, fixed water or heating installation or domestic appliance

What is not covered:

- The Escape of Water **Excess** on **Your Schedule**
- Loss or damage caused by **Flood**
- Loss or damage to the component or appliance from which the water escapes
- Loss or damage caused by the slow, gradual escape of water through seals or grouting
- Damage caused by remediation to a standard which will pose a risk to health or property
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

c. Escape of oil from any fixed domestic heating installation

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage to the component or appliance from which the oil escapes
- Damage caused by remediation to a standard which will pose a risk to health or property, or works carried out by a contractor unless prior approval or agreement has been reached with the **Insurer**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

d. Impact involving animals, vehicles, trains, aircraft, or any other flying object or anything dropped or falling from them

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage caused by animals owned by or in the care, custody or control of **You** or members of **Your Household**
- Loss or damage unless the **Property** is damaged at the same time and by the same cause

e. Falling trees or branches

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage caused by cutting, felling or lopping of trees or branches
- The cost of removing a tree or branch

f. Falling aerials, masts, satellite dishes or security cameras

What is not covered:

- The **Excess** on **Your Schedule**
- Damage caused by aerials or masts over 15 metres high (unless prior agreement has been reached with the **Insurer**)
- Any amount exceeding €700 in respect of any one claim under the **Policy**
- Any loss or damage where the **Insurer** makes a payment under the **Buildings** Section of the **Policy**

g. Riot, civil unrest, striking workers, labour disturbance or political disturbance

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

h. Malicious acts or vandalism

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage caused by any one of the following:
 - i. **You** or **Your Household**
 - ii. Any person lawfully in the **Property**;
 - iii. Tenant(s) who act or have acted unlawfully or who have been issued with an eviction notice
 - iv. Paying Guest(s) who act or have acted unlawfully or are unlawfully in the **Property**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished

i. Storm

What is not covered:

- The **Excess** on **Your Schedule**

j. Flood

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage where cover for **Flood** has been excluded from the **Policy** as set out on **Your Schedule**
- Damage by **Flood** which results in any one of the following:
 - i. **Subsidence** or Ground Heave of the site beneath the **Buildings**;
 - ii. Movement, **Settlement** or shrinkage of any part of the **Buildings** or of the land belonging to the **Buildings**;
 - iii. **Landslip**

k. Subsidence or Ground Heave of the site beneath the Buildings or Landslip

What is not covered:

- The **Subsidence Excess** on **Your Schedule**
- Loss or damage where cover for **Subsidence** has been excluded from the **Policy** as set out on **Your Schedule**
- Loss or damage caused by bedding down of structures or **Settlement**
- Loss or damage caused by a coastline, riverbank or lakeshore being worn away
- Loss or damage resulting from any one of the following:
 - i. Demolition or structural repairs or alterations to the **Property**;
 - ii. Inadequate foundations or faulty workmanship or the use of defective materials in the **Property**

l. Stealing or attempted stealing

- i. Where entry is gained to the **Property** using threatening behaviour to the person or physical damage to the **Property**

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Loss or damage not reported to the Gardaí within 24 hours of discovery
- Loss or damage caused by **You** or **Your Household** or any person(s) lawfully in the **Property**

- ii. Where entry is gained to the **Property** not using threatening behaviour to the person or physical damage to the **Property**

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage caused by **You** or **Your Household** or any person(s) lawfully in the **Property**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Loss by deception unless it is only entry into the **Property** that is gained by deception
- Loss of **Money**
- Loss or damage caused by Tenant(s) who do not vacate the **Property** after any eviction notice has expired
- Loss or damage not reported to the Gardaí within 24 hours of discovery
- Loss or damage caused by Paying Guest(s) who act or have acted unlawfully or are unlawfully in the **Property**

The cover in this **Contents** Section only applies if shown on **Your Schedule**

This Section sets out the additional cover provided for **Your Contents**

What is covered

m. Accidental Damage to mirrors, plate glass topsto furniture and fixedglass in furniture

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Loss or damage while the **Property** is lent, let or sub-let to anyone other than **Your Household**

n. Deep Freezer Contents

Loss of or damage to food in a fridge or domestic deep freezer in the **Property** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. The **Insurer** will also pay for loss of or damage to food which has been removed from the deep freezer following an incident they insure

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority and or the utility provider
- Loss or damage resulting from neglect by **You** or **Your Household**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Loss or damage when the **Property** is not **Your Main Private Dwelling**
- Any amount exceeding €2,000 in respect of any one claim under the **Policy**

o. Alternative accommodation or loss of rent

If the **Property** is not habitable because of damage covered by the **Contents** Section the **Insurer** will pay:

- i. The rent **You** would have received or are responsible for paying
- ii. The costs of necessary comparable alternative accommodation for **You, Your Household** and **Your** domestic pets until the **Property** is fit to live in again

What is not covered:

- Any costs **You** agree to pay without the **Insurer's** written permission
- Any loss resulting from delays caused by or directly relating to incorrect planning or other permissions attaching to the **Property** at the time of loss
- Any costs arising from damage by any cover listed elsewhere in the **Contents** Section and which is specifically excluded under the **Policy**
- If the **Property** is normally let to Tenant(s):
 - iii. Any rent owed by the Tenant(s) to **You** for a period prior to the loss or;
 - iv. Any share of rent or any other charges or expenses payable to letting agents or;
 - v. Any loss of rent incurred after the **Property** is fit to be let
- Any costs arising from damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Any costs arising if the **Property** is insured as a **Holiday Home**
- Any costs arising from **Your** inability to operate a B&B registered and approved by Fáilte Ireland
- Any amount exceeding 15% of the **Sum Insured** under this Section in respect of any one claim under the **Policy**
- Any amount which the **Insurer** becomes liable to pay under the **Buildings** Section of the **Policy**
- Any amount in respect of mortgage repayments

p. Door locks

If the keys to the locks of outside doors, alarm systems or domestic safes at **Your** home are stolen during a break-in at **Your** home, or an assault on a member of **Your Household**, the **Insurer** will pay the cost of replacing the locks up to the limit shown in **Your Schedule**.

The **Policy Excess** does not apply.

What is not covered:

- Any amount exceeding €1,000 in respect of any one claim under the **Policy**

q. Contents in the garden

Loss of or damage to the **Contents** by any cause covered under the **Contents** Section occurring within the boundaries of the land belonging to the **Property**. The **Policy Excess** does not apply.

What is not covered:

- Loss of or damage to **Money**
- Any amount exceeding €700 in respect of any one claim under the **Policy**

r. Contents temporarily removed to another building

Loss of or damage to the **Contents** by any cause that is covered under the **Contents** section

while temporarily removed from the **Property** to:

- i. An occupied private dwelling in the Island of Ireland: or
- ii. Any building in the Island of Ireland where any members of **Your Household** are living, working, studying or carrying on their business: or
- iii. Any other building operating as a commercial storage facility in the Island of Ireland

What is not covered:

- The **Excess** on **Your Schedule**
- Any loss or damage exceeding 20% of the **Contents Sum Insured** in respect of any one claim under the **Policy** but not exceeding 10% of the **Contents Sum Insured** in respect of any one item Loss or damage to **Valuables**
- Loss or damage by stealing or attempted stealing unless entry has been gained using threatening behaviour to the person or physical damage to the premises where the **Contents** have been moved
- **Property** removed for sale or exhibition
- Loss or damage caused by malicious acts or vandalism
- **Accidental Damage**
- Any **Contents** removed from the **Property** unless it is **Your Main Private Dwelling**
- **Money**

s. Reinstatement of title deeds

The cost of replacing the Title Deeds to the **Property** if they are lost or damaged by any cause, while in the **Property** or lodged with **Your** Building Society, Bank or Solicitor. The **Policy Excess** does not apply.

What is not covered:

- Any amount exceeding €700 in respect of any one claim under the **Policy**

t. Loss of oil

The cost of replacing oil lost by stealing from the domestic heating installation or following **Accidental Damage** to the domestic heating installation

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Any amount exceeding €1,000 in respect of any one claim under the **Policy**

u. Jury service

The **Insurer** will pay **You** €50 per day for each day **You** attend at court for jury service as long as **You** give the **Insurer** satisfactory written proof from the court **You** attended. The **Policy Excess** does not apply.

What is not covered:

- Any amount exceeding €700 in respect of any one claim under the **Policy**
- Any amount where the **Property** is not **Your Main Private Dwelling**

v. Weddings & Civil Partnerships

The cost of replacing Wedding or Civil Partnership gifts if they are stolen or damaged by any cause covered under the **Contents** Section while in the **Property** for a period of one month before and one month after the ceremony of **You** or a member of **Your Household**

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage which **You** or **Your Household** are covered for under another contract of insurance
- Any amount exceeding an additional 10% of the **Sum Insured** under this Section in respect of any one claim under this **Policy**
- **Money**
- Any amount where the **Property** is not **Your Main Private Dwelling**

w. Christmas gifts

The cost of replacing Christmas Gifts if they are stolen or damaged by any cause covered under the **Contents** Section while in the **Property** during the months of December and January

What is not covered:

- The **Excess** on **Your Schedule**
- Any amount exceeding an additional 10% of the **Sum Insured** under this Section in respect of any one claim under this **Policy**
- **Money**
- Any amount where the **Property** is not **Your Main Private Dwelling**

x. Unauthorised use of credit cards

Financial loss resulting from the unauthorised use of bank cash cards, debit cards, charge, cheque and/or credit cards, by anyone other than members of **Your Household**

What is not covered:

- The **Excess** on **Your Schedule**
- Losses not reported to the issuing organisation within 24 hours of discovery of the loss
- Losses occurring due to the credit card(s) not being used in accordance with the conditions of use of the issuing organisation
- Any amount exceeding €1,000 in respect of any one claim under this **Policy**
- Any amount recoverable from the issuing organisation
- Any amount where the **Property** is not **Your Main Private Dwelling**

y. Visitors Personal Effects

The cost of replacing **Personal Effects** belonging to visitors not insured by another insurance **Policy**, if they are stolen or damaged by any cause covered under the **Contents** Section while in the **Property**

What is not covered:

- The **Excess** on **Your Schedule**
- **Property** owned by Paying Guest(s)
- Any amount exceeding €700 in respect of any one claim under the **Policy**
- **Money**
- Any amount where the **Property** is not **Your Main Private Dwelling**

aa. Moving house

Loss or damage to **Contents** in transit by land from the **Property** for permanent removal to a new permanent address within the island of Ireland by professional removal contractors

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage to **Valuables**
- Loss or damage to china, glass, earthenware and other items of a brittle nature unless they have been packed by professional removal contractors
- **Money**

bb. Fire brigade charges

The cost of the charges levied on **You** by a **Local Authority** in accordance with the provisions of the Fire Services Act 1981, as amended for Fire Brigade Attendance as the result of any incident involving fire affecting the **Contents**. The **Policy Excess** does not apply.

What is not covered:

- Any amount which the **Insurer** are required to pay under the **Buildings** Section
- Any amount exceeding €3,000 in respect of any one claim under the **Policy**

cc. Personal Accident

The **Insurer** will pay the appropriate Benefit (See benefits 1-3 below) if during the **Period of Insurance You** or a member of **Your Household** who is under 18 years of age suffers Accidental Bodily Injury

- As a result of an accident occurring within the boundary of the **Property** and
- Which within 2 years is the sole cause of the death or disablement for which the Benefit is claimed

The **Policy Excess** does not apply.

What is not covered:

Accidents occurring other than in or about the Home - Accidental Bodily Injury, Death or Disablement caused by;

- i. the use of wood working equipment including hand held portable devices
- ii. engaging in activities connected with any business or occupation other than domestic duties
- iii. committing or attempting to commit suicide
- iv. wilful exposure to needless peril except in an attempt to save human life
- v. having taken a drug other than under medical instruction
- vi. being treated for drug addiction
- vii. having any physical or mental defect, sickness or disease known to **You** when the **Policy** was taken out or at renewal and not accepted by the **Insurer**

Personal Accident Benefits

1. Death €35,000/€3,500 if under 18 years of age
2. **Loss of Limb or Eye** €35,000
3. **Permanent Total Disablement** €35,000

Did you know?

If **You** are a paid up **AA Member** at inception or last renewal of this **Policy** (whichever is the later) the **Insurer** will increase the maximum amount payable for Benefit 1 to €55,000 or to €5,500 for under 18's, and the maximum amount payable for Benefit 2 and 3 to €55,000.

The cover in this **Contents** Section only applies if shown on **Your Schedule**

dd. Apartment owners improvements to the Property

Alterations or additional work carried out to the Apartment **You** own at the insured address on the **Schedule** following loss or damage by any of the causes covered under this **Contents** Section

What is not covered:

- The **Excess** on **Your Schedule**
- Any amount more specifically insured by another **Policy**
- Any amount exceeding €2,000 or higher amount notified to the **Insurer** and specifically agreed by the **Insurer** in respect of any one claim under the **Policy**

ee. Contents in Domestic Outbuildings

Loss of or damage to the **Contents** by a cause covered under this Section occurring within **Your** Domestic Outbuildings at the address shown in the **Policy Schedule**

What is not covered:

- The **Excess** on **Your Schedule**
- **Money**
- Any amount exceeding €3,000 in respect of any one claim under the **Policy**

The following additional cover is provided for the **Contents** but only if **Your Schedule** states that **Accidental Damage** is included

ff. Accidental Damage to Contents at the Property owned by any member of Your Household or for which they are responsible

What is not covered:

- The **Excess** on **Your Schedule**
- Damage to **Personal Possessions** and **Money**
- Damage while the **Property** is lent, let or sub-let to anyone other than **Your Household**
- Damage caused by assembling or dismantling of any piece or part of **Home Office Equipment**
- Damage to musical instruments used or held for business or professional purposes
- Loss of tone of musical instruments or the cost of replacing broken strings or drum skins or damage caused by scratching, denting or bruising of such instruments
- Loss or damage occurring after the **Property** has been **Unoccupied** for more than 45 consecutive days or if the **Property** is Unfurnished
- Loss or damage the **Insurer** specifically excludes or provides cover for elsewhere under this **Policy**

Inflation Protection for the Contents

Index Linking

This clause is not operative unless stated on **Your Schedule**.

The **Insurer** continuously monitors a number of household goods indices and will adjust **Your Contents Sum Insured** at **Your** renewal using an index that the **Insurer** feels best protects **You** against inflation. Where indexation applies to **Your Policy**, it will operate as follows:

- The index applied will be chosen by the **Insurer** and will be outlined on **Your Schedule** showing the revised increased **Contents Sum Insured** for the **Period of Insurance**.
- Although the **Insurer** adjusts **Your Contents Sum Insured** monthly, no additional premium will be charged by the **Insurer** for these adjustments between the renewal dates of **Your Policy** but the renewal premium will be calculated on the revised **Sum Insured**, including any adjustment for inflation protection, when **Your** renewal is being prepared by the **Insurer**.
- If the index falls, the **Insurer** will not adjust **Your Sum Insured** downward unless **You** ask the **Insurer** to.
- Inflation protection only applies to the **Contents Sum Insured** and does not apply to any other monetary amounts under the **Policy**.

Important points to note:

- The adjustments made by the **Insurer** may not be sufficient for **Your** needs and therefore **You** should not rely on this alone to ensure **Your Contents Sum Insured** is adequate.
- It is **Your** responsibility to review **Your Contents Sum Insured** and ensure it is adequate for **Your** needs.
- Underinsurance applies to this **Policy** so where the **Sum Insured** is less than the full cost of replacing all the **Contents** as new at the time of the damage, the **Insurer** will pay only for the proportion of the loss or damage the **Sum Insured** bears to the cost of replacing all the **Contents** as new.

Claims Settlement for Contents

Provided the damage is covered under **Your Policy**, the **Insurer** will settle **Your** claim as explained below subject to the maximum amount payable:

- 1. Where the damage can be economically repaired, the **Insurer** will either arrange or authorise repair.**
- 2. Where the damaged or lost item can be replaced with an item of similar quality;**
 - The **Insurer** will either arrange or authorise replacement.
 - If an exact replacement is not available, the **Insurer** will either arrange or authorise

replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item the **Insurer** may make a deduction in respect of **Betterment**.

3. Where the **Insurer** is unable to economically repair or replace the item with an item of similar quality, the **Insurer** will make a payment equal to an agreed value.
4. The **Insurer** will make a deduction for wear, tear and depreciation in respect of the following items where they are more than 4 years old:
 - clothing, furs, household linen curtains, blinds and fabrics
 - carpets, rugs and linoleum
5. **Contents not insured for the correct amount. Underinsurance.**
If at the time of the loss or damage the **Sum Insured** is less than the cost of replacing all the **Contents** as new the **Insurer** will pay only for the proportion of the loss or damage which the **Sum Insured** bears to the cost of replacing all the **Contents** as new.

Maximum Amount Payable for Contents

The maximum amount payable in respect of any one incident (less any **Excess**) is: The **Contents Sum Insured** shown on the **Schedule**:

- When the **Property** is **Your Main Private Dwelling** the **Contents Sum Insured** includes **Home Office Equipment** €4,000 and **Money** €400

Did you know?

If **You** are a paid up **AA Member** at inception or last renewal of this **Policy** (whichever is the later) the **Insurer** will increase the maximum amount payable for **Money** under the **Contents** subsection to €1,000.

High Risk Items - Totals and Single Item Limits

Main Private Dwelling

- 50% of the Contents Sum Insured in total with a single item limit of 10% of the Contents Sum Insured.

Residential Investment/Tenanted Property(s) or Holiday Homes

- 20% of the Contents Sum Insured in total with a single item limit of 10% of the Contents Sum Insured.

Claims Settlement for Personal Accident

(see page 23 for Personal Accident Benefits)

1. **You** must notify the **Insurer** in writing (including email) as soon as possible and in any case within 30 days after any accident which may entitle **You** or a member of **Your Household** who is under 18 years of age to claim under this **Policy**.
2. (a) **You** must produce for the **Insurer** at Your own expense any medical certificates and other evidence which the **Insurer** may require.
(b) In addition if necessary the Insured Person must submit to medical examination by a medical practitioner of the Insurers choice and at the expense of the **Insurer** as frequently as the **Insurer** requires in connection with any claim.
3. The **Insurer** will not pay under more than one of Benefits 1 to 3 in connection with the same accident.
4. If an accident happens which gives rise to a claim under Benefits 1 to 3 this **Policy** will not cover any further accidents throughout the lifetime of the **Policy** and subsequent renewals.
5. **Loss of Limb or Loss of Eye** must be proved to the **Insurer's Reasonable** satisfaction to be permanent and without expectation of recovery before the **Insurer** will pay Benefit 2.
Permanent Total Disablement must have lasted for two years and must at the end of that time be proved to the **Insurer's Reasonable** satisfaction to be permanent and without

expectation of recovery before the **Insurer** will pay Benefit 3.

6. Sometimes the full effects of an accident are not immediately apparent and although **Loss of Limb or Eye** may occur at the time of the accident the **Insurer** will have to wait a **Reasonable** length of time to ensure that the full effects are known. Because of this:
- The **Insurer** will not pay any Benefit for **Loss of Limb or Loss of Eye** until at least thirteen weeks after the date of the accident and the **Insurer** will only then pay if **You** or a member of **Your Household** who is under 18 years of age has not in the meantime died as a result of the accident.
 - If a Death Benefit is less than the Benefit for **Loss of Limb or Loss of Eye** the **Insurer** will not pay more than the Death Benefit until at least thirteen weeks after the date of the accident and the **Insurer** will only then pay the balance if **You** or a member of **Your Household** who is under 18 years of age has not in the meantime died as a result of the accident.
7. Interest will not be added to any amount payable.

Third Party Liability

What is covered

You or **Your Household's** legal liability:

- as occupier (but not owner) of the **Property** or the land belonging to, and within the boundaries of the **Property**
- in any other personal capacity when the **Property** is **Your Main Private Dwelling** or occupied by **You** as a **Holiday Home**
- as an employer of any **Domestic Employee** in the Republic of Ireland or outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland

What is not covered:

The **Insurer** will not pay for liability arising directly or indirectly from:

- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employee(s)**
- Loss of or damage to property owned or in the custody or control of any member of **Your Household**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household** other than the provision in the **Property**:
 - a child minding service for up to 2 children provided the **Property** is occupied by **You** as **Your Main Private Dwelling**; or
 - accommodation for up to 6 Paying Guest(s) provided the **Property** is occupied by **You** as **Your Main Private Dwelling**
- The transmission of any communicable disease by any member of **Your Household**
- Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- Accidental loss or damage to property arising out of actual or suspected exposure to asbestos, **Asbestos Dust** or **Asbestos Containing Materials**

The cover in this **Contents** Section only applies if shown on **Your Schedule**

What is covered

For any amounts **You** or **Your Household** become legally liable to pay for damages which arise from a single event occurring during the **Period of Insurance** which results in:

- accidental bodily injury, death, disease or illness of any person;
or
- accidental loss of or damage to property

What is not covered:

The **Insurer** will not pay for liability arising directly or indirectly from:

- The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- Injury, death, disease or illness (other than to a **Domestic Employee**) or damage arising out of any one of the following:
 - i. the ownership of land or **Buildings** by any member of **Your Household**;
 - ii. the occupation of land or **Buildings** by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Property**;
 - iii. the use of horses or horse hybrids other than at the **Property**;
 - iv. Any mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment being used at the **Property**), wheelchairs and mobility scooters capable of travelling at more than 4 miles per hour (or equivalent kilometres per hour), lifts (other than internal stair lifts), boats (other than hand propelled boats), hovercraft, aircraft, trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**
 - v. Unmanned aerial vehicles (UAV's), drones or radio controlled aircraft
 - vi. Ownership, possession, use or discharge of firearms other than sporting gun(s) used in accordance with a current Firearm Certificate (under the Firearms and Offensive Weapons Act 1990, as amended) that a member of **Your Household** has been granted, in respect of possession, use or carriage and that these sporting guns(s) are stored separately from ammunition in a locked safe designed for such use;
 - vii. Ownership, possession, or use of dangerous dogs as specified in regulations made under the "Control of Dogs Act 1986" and Control of Dogs (amendment) Act 1992, as amended if such ownership, possession or use is not in accordance with the provisions of such regulations;
 - viii. The ownership possession or use of any bouncing castle, inflatable game or trampoline in or about the **Property** and within the boundaries of the land belonging to the **Property** unless such item is situated on a soft surface in its own space away from walls, trees or fences and attended to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned in a location which prevents access by minors and allows immediate access by an adult to a cut- off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item;
 - ix. The ownership possession or use of a swimming pool, hot tub, spa or jacuzzi in or in or about the **Property** unless such item is attended or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use;
 - x. Any incident(s) where the **Insurer** may become legally liable to pay under the **Buildings** Section;
 - xi. The administering of drugs/medication or the lifting of a patient by a person acting as a home help or a carer

Limit

The **Insurer** will pay up to €3,000,000 in connection with any one incident inclusive of any legal costs and expenses which **You** have to pay provided the **Insurer** confirms this agreement in writing.

The cover in this **Contents** Section only applies if shown on **Your Schedule**. Liability for property damage if **You** are the occupier of the insured address on the **Schedule** and not the owner or landlord. If **You** are the occupier of the insured address on the **Schedule** and not the owner or landlord, the **Insurer** will pay all sums which **You** are liable to pay under the terms of **Your** tenancy agreement for:

a. Buildings

Damage to the **Buildings** by any cause insured in the **Contents** section of this **Policy**
The **Insurer** will not pay for liability arising directly or indirectly from:

- Loss or damage caused by Fire, **Subsidence**, Ground Heave of the site beneath the **Buildings**, or **Landslip**

b. Decorations and Fixtures Accidental Damage to internal decorations or landlords fixtures and fittings of the Buildings

The **Insurer** will not pay for liability arising directly or indirectly from:

- Loss or damage to property owned by **You** or any member of **Your Household**

c. Underground Services Accidental Damage to cables or underground services that are located within the boundaries of the Property and supplying the Buildings

The **Insurer** will not pay for liability arising directly or indirectly from:

- Resulting damage following **Accidental Damage** to cables or underground services that are located within the boundaries of the **Property** and supplying the **Buildings**

d. Glass and Sanitary Ware

Accidental Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops, washbasins pedestals, shower cubicles, baths, sinks, lavatory pans and other sanitary ware in the **Property**

The maximum amount payable in respect of any one incident is 20% of the **Contents** Sum Insured in any one **Period of Insurance**.

PERSONAL POSSESSIONS SECTION

The cover in this **Personal Possessions** Section only applies if shown on **Your Schedule** Unspecified **Personal Possessions** to the amount shown on the **Schedule**

What is covered

Valuables, clothing and **Personal Effects**, sports equipment and personal **Money** owned by any member of **Your Household** or for which they are responsible anywhere within the Republic of Ireland and for trips outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland.

a. Stealing or accidental loss of or Accidental Damage to Valuables, clothing and Personal Effects

What is not covered:

- The **Excess** on **Your Schedule**
- Any article used or held for business or professional purposes
- Mobile phones, laptops, tablet computers, hearing aids, china, glass, porcelain articles and other items of a brittle nature
- Pedal cycles
- Musical instruments used or held for business or professional purposes
- Camping equipment Loss by deception unless it is only entry into the **Property** that is gained by deception
- Loss or damage by stealing from a motor vehicle, unless:
 - i. the item(s) are concealed within a glove compartment or concealed within a locked boot; and
 - ii. the motor vehicle is securely locked; and
 - iii. force and violence is used to get into the motor vehicle
- Any amount exceeding the **Sum Insured** limit for Unspecified **Personal Possessions** in respect of any one claim under the **Policy**
- Any amount exceeding €1,000 in respect of any one claim for any one item of **Valuables**, clothing or **Personal Effects**
- Stealing or loss of **Valuables**, clothing or **Personal Effects** not reported to the Gardaí or local law enforcement agency within 24 hours of discovery

b. Stealing or accidental loss of or Accidental Damage to sports equipment

What is not covered:

- The **Excess** on **Your Schedule**
- Pedal cycles, motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and other flying objects and their respective parts or accessories
- Living creatures
- Loss or damage while taking part in organised racing (other than on foot) or professional sports
- Loss or damage to equipment whilst in use
- Loss by deception unless it is only entry into the **Property** that is gained by deception
- Loss or damage by stealing from a motor vehicle, unless
 - i. the item(s) are concealed within a glove compartment or concealed within a locked boot; and
 - ii. the motor vehicle is securely locked; and
 - iii. force and violence is used to get into the motor vehicle
- Any amount exceeding the **Sum Insured** limit for Unspecified **Personal Possessions** in respect of any one claim under the **Policy**
- Any amount exceeding €1,000 in respect of any one claim for any one item of sports equipment
- Stealing or loss of sports equipment not reported to the Gardaí or local law enforcement agency within 24 hours of discovery

c. Stealing or accidental loss of or Accidental Damage to Money used or held solely for private, social or domestic purposes

What is not covered:

- The **Excess** on **Your Schedule**
- Securities, certificates (other than savings certificates and documents) of any kind
- Depreciation in value of **Money**
- Stealing or loss of **Money** caused by errors or omissions in payments, receipts or book-keeping
- Stealing or loss of **Money** not reported to the Gardaí or local law enforcement agency within 24 hours of discovery
- Stealing or loss of **Money** used or held for business or professional purposes
- Loss by deception unless it is only entry into the **Property** that is gained by deception
- Loss or damage by stealing from a motor vehicle, unless:
 - i. the item(s) are concealed within a glove compartment or concealed within a locked boot; and
 - ii. the motor vehicle is securely locked; and
 - iii. force and violence is used to get into the motor vehicle
- Any amount exceeding €400 in respect of any one claim under the **Policy**

Did you know?

If **You** are a paid up **AA Member** at inception or last renewal of this **Policy** (whichever is the later) the **Insurer** will automatically include cover in respect of **Your** Unspecified **Personal Possessions** under this subsection up to €2,000.

The cover in this **Personal Possessions** Section only applies if shown on **Your Schedule**
Specified **Personal Possessions** shown on the **Schedule**

- d. Stealing or accidental loss of or Accidental Damage to items specified on the Schedule and owned by any member of Your Household or for which they are responsible anywhere within the Republic of Ireland and for trips outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland**

What is not covered:

- The **Excess** on **Your Schedule**

- Any article used or held solely for business or professional purposes
- Pedal cycles
- Follow on charges associated with mobile phones
- Loss by deception unless it is only entry into the **Property** that is gained by deception
- Loss or damage by stealing from a motor vehicle, unless:
 - i. the items are concealed within a glove compartment or concealed within a locked boot; and
 - ii. the motor vehicle is securely locked; and
 - iii. force and violence is used to get into the motor vehicle
- Any amount exceeding the **Sum Insured** in respect of any item of specified **Personal Possessions**
- Any amount for loss of or damage to any part, stone, jewel, setting or mounting attached to or making up any item of **Jewellery** insured for more than €15,000 unless all settings, mountings, clips and fastenings have been inspected and overhauled by a professional jeweller (or watchmaker) in the previous two years prior to the loss or damage, and proof of this has been retained by **You**
- Stealing or loss of any specified item(s) not reported to the Gardaí or local law enforcement agency within 24 hours of discovery

Inflation Protection for Personal Possessions

Index Linking

This clause is not operative unless stated on **Your Schedule**.

The **Insurer** continuously monitors a number of household goods indices and will adjust **Your Personal Possessions Sum Insured** at **Your** renewal using an index that the **Insurer** feels best protects **You** against inflation. Where indexation applies to **Your Policy**, it will operate as follows:

- The index applied will be chosen by the **Insurer** and will be outlined on **Your Schedule** showing the revised increased **Personal Possessions Sum Insured** for the **Period of Insurance**.
- Although the **Insurer** adjusts **Your Personal Possessions Sum Insured** monthly, no additional premium will be charged by the **Insurer** for these adjustments between the renewal dates of **Your Policy** but the renewal premium will be calculated on the revised **Sum Insured**, including any adjustment for inflation protection, when **Your** renewal is being prepared by the **Insurer**.
- If the index falls, the **Insurer** will not adjust **Your** Sum(s) Insured downward unless **You** ask the **Insurer** to. Inflation protection only applies to the **Personal Possessions** Sum(s) Insured and does not apply to any other monetary amounts under the **Policy**.

Important points to note:

- The adjustments made by the **Insurer** may not be sufficient for **Your** needs and therefore **You** should not rely on this alone to ensure **Your Personal Possessions** Sum(s) Insured is adequate.
- It is **Your** responsibility to review Personal Possession(s) Sum(s) Insured and ensure it is adequate for **Your** needs.

Claims Settlement for Personal Possessions

Provided the loss or damage is covered under **Your Policy**, the **Insurer** will settle **Your** claim as explained below subject to the **Sum Insured** (less any **Excess**);

1. **a.** Where the damage can be economically repaired, the **Insurer** will either arrange or authorise repair.
 b. Where the damaged or lost item(s) can be replaced with item(s) of similar quality, the **Insurer** will either arrange or authorise replacement. If an exact replacement is not available, the **Insurer** will either arrange or authorise replacement with an item of similar quality.

- c. Where the **Insurer** is unable to economically repair or replace the item(s) with item(s) of similar quality, the **Insurer** will make a cash payment equal to an agreed replacement value.
 - d. Where the **Insurer** has offered repair or replacement, but it is agreed by the **Insurer** to provide a cash settlement, the **Insurer** will pay **You** an amount equal to the amount the **Insurer** would have paid had the item(s) been repaired or replaced.
2. The **Insurer** may make a deduction for wear, tear and depreciation for clothing more than 4 years old.

PEDAL CYCLES SECTION

The cover in this Pedal Cycles Section only applies if shown on **Your Schedule**

What is covered

Stealing or accidental loss of or **Accidental Damage** to pedal cycles anywhere within the Republic of Ireland and for trips outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland

What is not covered:

- The **Excess** on **Your Schedule**
- Stealing of the pedal cycle or parts of the pedal cycle or accessories whilst outside the boundaries of the land belonging to the **Property** unless the pedal cycle is in a locked building or has been immobilised by a locked security device
- Loss or damage while the pedal cycle is being used in an organised race
- Loss or damage to tyres, wheels or accessories unless the pedal cycle is lost or damaged at the same time
- Any amount exceeding the **Sum Insured** in respect of any pedal cycle
- Any incident where the **Insurer** may be liable to pay under the Road Traffic Act, as amended
- Stealing or loss of a pedal cycle not reported to the Gardaí or local law enforcement agency within 24 hours of discovery

Inflation Protection for Pedal Cycles

Index Linking

This clause is not operative unless stated on **Your Schedule**

The **Insurer** continuously monitors a number of household goods indices and will adjust **Your** Pedal Cycle **Sum Insured** at **Your** renewal using an index that the **Insurer** feels best protects **You** against inflation. Where indexation applies to **Your Policy**, it will operate as follows:

- The index applied will be chosen by the **Insurer** and will be outlined on **Your Schedule** showing the revised increased Pedal Cycle(s) **Sum Insured** for the **Period of Insurance**.
- Although the **Insurer** adjusts **Your** Pedal Cycle(s) **Sum Insured** monthly, no additional premium will be charged by the **Insurer** for these adjustments between the renewal dates of **Your Policy** but the renewal premium will be calculated on the revised **Sum Insured**, including any adjustment for inflation protection, when **Your** renewal is being prepared by the **Insurer**.
- If the index falls, the **Insurer** will not adjust **Your** Sum(s) Insured downward unless **You** ask the **Insurer** to.
- Inflation protection only applies to the Pedal Cycle **Sum Insured** and does not apply to any other monetary amounts under the **Policy**.

Important points to note:

- The adjustments made by the **Insurer** may not be sufficient for **Your** needs and therefore **You** should not rely on this alone to ensure **Your** Pedal Cycle **Sum Insured** is adequate.
- It is **Your** responsibility to review **Your** Pedal Cycle **Sum Insured** and ensure it is adequate for **Your** needs.

Claims Settlement for Pedal Cycles

Provided the loss or damage is covered under **Your Policy**, the **Insurer** will settle **Your** claims as explained below subject to the **Sum Insured** (less any **Excess**).

1. Where the damage can be economically repaired, the **Insurer** will either arrange or authorise repair.
2. Where the damaged or lost item(s) can be replaced with item(s) of similar quality, the **Insurer** will either arrange or authorise replacement. If an exact replacement is not available, the **Insurer** will arrange or authorise replacement with item(s) of similar quality.
3. Where the **Insurer** is unable to economically repair, or replace the item(s) with item(s) of similar quality, the **Insurer** will make a cash payment equal to an agreed replacement value.
4. Where the **Insurer** has offered repair or replacement, but it is agreed by the **Insurer** to provide a cash settlement the **Insurer** will pay **You** an amount equal to the amount the **Insurer** would have paid had the item been repaired or replaced.

CARAVAN SECTION

The cover in this **Caravan** Section only applies if shown on **Your Schedule**

What is covered

The **Caravan** and the contents within the **Caravan** all in **Your** custody or control within the Republic of Ireland and for trips outside the Republic of Ireland (including transit between ports) not exceeding a 45 day duration from the date of departure to the date of return to the Republic of Ireland

1. Stealing or accidental loss or Accidental Damage to the **Caravan** including its contents
2. If there is loss or damage which is covered by this Section, the **Insurer** will pay the **Reasonable** cost of:
 - i. removal to the nearest suitable repairers
 - ii. delivery to the insured address on the **Schedule** or to the **Caravan's** permanent site within the Republic of Ireland.

The maximum amount payable is €320 in respect of any one claim following loss or damage covered by this Section. The **Policy Excess** does not apply

3. Loss of Use

If there is loss of use caused by damage which is covered by this Section the **Insurer** will pay the **Reasonable** cost of:

- i. hiring another **Caravan** or other alternative accommodation
- ii. the cost of charges for bookings **You** have paid prior to the loss or damage, but cannot take up.

The maximum amount payable in respect of Loss of Use following loss or damage covered by this Section is €20 a day up to a maximum of €200 in total in respect of any one claim.

The **Policy Excess** does not apply

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage caused by overturning of the **Caravan** by **Storm** or **Flood** unless it is securely anchored to the ground at all four corners of the chassis
- Loss or damage while the **Caravan** is being used in any motor sport
- Loss or damage while the **Caravan** is used as a permanent residence
- Loss or damage occurring while the **Caravan** is let out on hire
- Loss or damage caused by **Storm** to the tent of a trailer tent or any awning, decking or veranda
- Loss or damage caused by sea page of water into the **Caravan** through seams or seals
- Loss or damage to contents in the **Caravan** caused by malicious damage or stealing while the **Caravan** is left unattended unless the loss or damage occurred when the **Caravan** was closed and locked at all points of entry
- The costs of repairing mechanical electrical, electronic or computer failures or breakdowns

or breakages

- **Money**
- Gold, silver, gold and silver plated articles, **Jewellery**, furs, cameras and computer equipment
- Any amount exceeding the **Sum Insured** in respect of the **Caravan** unless it is lost or damaged beyond economical repair within 12 months of **You** having purchased it new when the **Insurer** will pay the cost of replacement as new, or at the **Insurer's** option, the **Insurer** will replace as new, subject to the loss or damage being covered by **Your Policy** (less any **Excess**)

Claims Settlement for Caravans

Provided the loss or damage is covered under **Your Policy**, the **Insurer** will settle **Your** claim as explained below subject to the **Sum Insured** (less any **Excess**).

1. The **Insurer** will pay the cost of work carried out in repairing or replacing the damaged parts of the **Caravan**.
2. If the **Caravan** is lost or damaged beyond economical repair:
 - i. within 12 months of **You** having purchased it new, the **Insurer** will pay the cost of replacement as new, or at the **Insurer's** option, will replace as new.
 - ii. otherwise the **Insurer** will pay the market value.
3. Where it has been disclosed to the **Insurer** that the **Caravan** is the subject of a hire purchase agreement, the **Insurer** will pay the owner whose receipt shall be a full discharge.
4. For **Caravan** contents, the **Insurer** will pay the cost of replacement as new, or at the **Insurer's** option, the **Insurer** will replace as new except for:
 - i. Household linen where a deduction for wear and tear will be made
 - ii. Items that can be economically repaired (including household linen) where the cost of repair will be paid

By household linen the **Insurer** means towels, bed and table linen.
5. **Sums Insured** will not be reduced following payment of a claim.

What is covered

Insurance is provided for any amounts which any member of **Your Household** become legally liable to pay in respect of:

- Accidental bodily injury, death, disease or illness of any person arising out of the ownership, possession or use of the **Caravan**
- Accidental loss of or damage to property arising out of the ownership, possession or use of the **Caravan**

What is not covered:

- The **Insurer** will not pay for liability directly or indirectly arising from:
- Injury, death, disease or illness of any member of **Your Household**
- Loss of or damage to property owned, occupied or in the custody or control of any member of **Your Household**
- A **Caravan** which is used as a permanent dwelling or on hire
- Towing during hire
- An agreement unless the liability would have existed without the agreement
- Injury, death, disease, illness or damage arising from **Your** profession or business
- Injury, death, disease, illness or damage arising from any mechanically propelled vehicle, by which the **Caravan** is being towed or transported
- Injury to any person in **Your** employment
- Use of the **Caravan** for commercial purposes
- Use of the **Caravan** for which insurance is compulsory under the Road Traffic Act, as amended
- Any incident(s) where the **Insurer** may become legally liable to pay under the **Buildings** Section or the **Contents** Section of the **Policy**

Limit

The **Insurer** will pay up to €3,000,000 in connection with any one incident inclusive of any legal costs and expenses which **You** have to pay, provided the **Insurer** confirms this agreement in writing.

HOME OFFICE SECTION

The cover in this Home Office Section only applies if shown on **Your Schedule**

What is covered

The cover as specified under the **Contents** Section extends to include increased **Home Office Equipment** in the **Property** or its domestic outbuildings

What is not covered:

- The **Excess** on **Your Schedule**
- Loss or damage unless entry to the **Property** is gained using threatening behaviour to the person or physical damage to the **Property**
- Any loss or damage specifically excluded elsewhere in the **Policy**
- Any amount exceeding 20% of the **Contents Sum Insured** (less any **Excess**) in respect of any one claim under the **Policy**

Claims Settlement for Home Office

Provided the damage is covered under **Your Policy**, the **Insurer** will settle **Your** claim as explained below:

1. Where the damage can be economically repaired, the **Insurer** will either arrange or authorise repair.
2. Where the damaged or lost item can be replaced with an item of similar quality, the **Insurer** will either arrange or authorise replacement. If an exact replacement is not available, the **Insurer** will either arrange or authorise replacement with an item of similar quality. Where the replacement or repair of any item results in an increase in the value of that item the **Insurer** may make a deduction in respect of **Betterment**.
3. Where the **Insurer** is unable to economically repair or replace the item with an item of similar quality the **Insurer** will make a cash payment equal to an agreed replacement value.
4. Where the **Insurer** has offered repair or replacement, but it is agreed by the **Insurer** to provide a cash settlement, the **Insurer** will pay **You** an amount equal to the amount the **Insurer** would have paid had the item been repaired or replaced.
5. If at the time of the loss or damage the Sum Insured is less than the cost of replacing all the **Contents** as new, the **Insurer** will pay only for the proportion of the loss or damage which the Sum Insured bears to the cost of replacing all the **Contents** as new.

What is covered

You or **Your Household's** legal liability:

- i. as occupiers (but not owners) of the **Property** or the land belonging to and within the boundaries of the **Property** (excluding commercial land or land used from commercial purposes)
- ii. in any other personal capacity
- iii. as an employer of any **Domestic Employee(s)** in the Republic of Ireland or outside the Republic of Ireland not exceeding a 45 day duration from date of departure to date of return to the Republic of Ireland

For any amounts **You** or **Your Household** become legally liable to pay for damages which arise from a single event occurring during the **Period of Insurance** which results in:

- i. Accidental bodily injury, death, disease or illness of any person
or
- ii. Accidental loss of or damage to property

What is not covered:

The **Insurer** will not pay for liability arising directly or indirectly from:

- Any injury, death, disease or illness of any member of **Your Household** other than **Your Domestic Employees** Loss of or damage to property owned, occupied or in the custody or control of any member of **Your Household**
- An agreement unless the liability would have existed without the agreement
- The employment, business or profession of any member of **Your Household** except as stated in this Section
- The transmission of any communicable disease by any member of **Your Household**
- The administering of drugs/medication or the lifting of a patient by a person acting as a home help or a carer
- The exercise of professional skills associated with professional qualifications
- Bodily injury, death, disease or illness or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- Accidental loss or damage to property arising out of actual or suspected exposure to asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- The costs of management, removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of asbestos, **Asbestos Dust** or **Asbestos Containing Materials**
- Injury, death, disease or illness (other than to a **Domestic Employee**) or damage arising out of any one of the following:
 - i. The ownership of land or **Buildings** by any member of **Your Household**;
 - ii. The occupation of land or **Buildings** by any member of **Your Household** other than the **Buildings** or the lands belonging to the **Property**;
 - iii. The use of horses or horse hybrids other than at the **Property**;
 - iv. Any mechanically or electrically propelled or assisted vehicles (other than motorised gardening equipment being used at the **Property**), wheelchairs and mobility scooters capable of travelling at more than 4 miles per hour (or the equivalent kilometres per hour) lifts (other than internal stair lifts), boats (other than hand propelled boats), hovercraft, aircraft, trailers or **Caravans** owned by or in the custody or control of any member of **Your Household**;
 - v. Ownership, possession, use or discharge of firearms other than sporting gun(s) used in accordance with a current Firearm Certificate (under the Firearms and Offensive Weapons Act 1990, as amended) that a member of **Your Household** has been granted, in respect of possession, use or carriage and that these sporting guns(s) are stored separately from ammunition in a locked safe designed for such use;
 - vi. Unmanned aerial vehicles (UAV's), drones or radio controlled aircraft
 - vii. Ownership, possession, or use of dangerous dogs as specified in regulations made under the "Control of Dogs Act 1986" and Control of dogs (amendment) Act 1992, as amended if such ownership, possession or use is not in accordance with the provisions of such regulations;
 - viii. The ownership possession or use of any bouncing castle, inflatable game or trampoline in or about the **Property** and within the boundaries of the land belonging to the **Property** unless such item is situated on a soft surface in its own space away from walls trees or fences and attended to or supervised by an adult whilst in use and that any compressor or generator for such item is positioned a location which prevents access by minors and allows immediate access by an adult to a cut-off switch and that the stays and supports of such item are anchored adequately at least 2 metres from the item;
 - ix. The ownership possession or use of a swimming pool, hot tub, spa or jacuzzi in or in or about the **Property** unless such item is attended or supervised by an adult whilst in use and that any pump compressor or generator for such item is positioned in a location which prevents immediate access by a minor and allows immediate access by an adult to the cut-off switch and such item is protected and covered when not in use;
 - x. Any incident where the **Insurer** may become legally liable to pay under the **Buildings** Section or the **Contents** Section.

Limit

The **Insurer** will pay up to €3,000,000 in connection with any one incident inclusive of any legal costs and expenses which **You** have to pay provided the **Insurer** confirms this agreement in writing.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. Joint Insured

Changes to the **Policy** cover, including cancellation of the **Policy**, may be requested by any Policyholder named on the **Schedule**.

When there is more than one person insured on the **Policy** and named on the **Schedule** the **Insurer** may require authorisation confirmed by all parties to remove any of those named.

2. Notification of a Claim

It is a **Condition** that:

- i. **You** must notify the **Insurer** within a **Reasonable** time upon discovery of loss or damage when **You** become aware of a claim under **Your Policy**. If there has been loss, stealing, attempted stealing, malicious acts or vandalism, **You** must tell the Gardaí or local law enforcement agency within 24 hours of discovery.
- ii. **You** must at **Your** own expense provide the **Insurer** with all details and evidence the **Insurer** reasonably requests, including written estimates, proof of ownership and value. It is **Your** responsibility to ensure the accuracy of the claim submitted. Do not dispose of any damaged items until the **Insurer** has had the opportunity to inspect them as this may prejudice **Your** claim.
- iii. **You** must send to the **Insurer** as soon as possible any writs, summons, other legal documents, letters of claim or other correspondence served on **You** or any member of **Your Household** in connection with a claim to the **Insurer**. **You** must not answer this correspondence without the **Insurer's** written consent.

3. Conduct of the Claim

It is a **Condition** that **You** must give the **Insurer** whatever information or assistance the **Insurer** requests and **You** must not admit, deny, negotiate or promise to pay any claim without the **Insurer's** written consent. The **Insurer** may enter the **Property** where loss or damage has occurred and deal with the salvage. No items or property may be abandoned to the **Insurer**.

4. Observance of Conditions

The due observance of the terms and **Conditions** and **Endorsements** of this **Policy** by **You** insofar as they relate to anything to be done or complied with by **You** or any member of **Your Household** shall be a **Condition of Your Policy**. The **Insurer** will only make a payment under the **Policy** provided that **You** and/or any member of **Your Household** have complied with the terms and **Conditions** and Endorsement of this **Policy**.

5. Misrepresentation or Non-Disclosure

You are under a duty to answer all questions, which **We** ask, honestly and with **Reasonable** care. The answers in any proposal, **Statement of Fact**, declaration and any other document provided by **You to Us** for this insurance must be true and complete. Any proposal, **Statement of Fact**, declaration and any other document provided by **You to Us** will form part of **Your** contract with **Us**.

In the event of misrepresentation, the **Insurer** may use the remedies available to them under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount the **Insurer** pays in the event of a claim.

6. Fraud

Where a claim made by **You**, including anyone acting on **Your** behalf, contains information that is false or misleading in any material respect, including exaggerating or inflating a claim, the **Insurer** shall be entitled to refuse to pay the claim and shall be entitled to terminate the insurance contract.

Where the **Insurer** becomes aware that **You** have made a fraudulent claim the **Insurer** shall

cancel the policy from the date of the submission of the fraudulent claim and refuse cover for any claim made after the date of the fraudulent act and the **Insurer** shall retain the premium paid.

The **Insurer** may let the appropriate law enforcement agency know about the circumstances.

7. Additional Covers - Maximum Amount Payable

Where the same additional cover operates under the **Buildings** and **Contents** Sections, a claim will only be paid under one section subject to the limit that applies.

8. Alteration in Risk

Please note that **You** are obliged to notify **Us** immediately if any of the following occur:

- If the occupancy of the **Property** changes from what was last declared by **You**, for example: **Your Main Private Dwelling** becoming **Unoccupied** or becoming **Your Residential Investment/Tenanted Property** or a **Holiday Home** or if a **Holiday Home** has changed from family use only to being let during the **Period of Insurance**.
- If building work is to be done on **Your Property** which is not routine repair, maintenance or decoration for example: any structural alteration to the **Property**, extension of the **Property** or any works that require the **Property** to be vacated for any period of time.
- If **You** or any member of **Your Household** have been convicted of any offence or have any prosecutions pending other than for speeding or parking offences.
- If any part of **Your Property** will be used for trade, professional or business purposes, other than office work carried out at the home that does not involve regular visits to **The Property**, or if any part of **Your Property** becomes a place of employment for any employee other than a **Domestic Employee** or a place where commercial goods are stored.
- If the security on **The Property** has reduced from what was advised at inception.

9. Precautions

You and any member of **Your Household** must take all **Reasonable** steps to prevent or minimise loss, damage or accident and maintain the **Property** at insured address shown on the **Schedule** in a good condition and in good repair.

10. Annual Premium Cancellation

AA or the **Insurer** may cancel **Your Policy**. If the AA or the **Insurer** cancels **Your Policy**, **We** or the **Insurer** will write to **You** at **Your** last known postal address confirming that all cover will cease 14 days after the date of their letter. **You** are entitled to a refund of premium for any unexpired period of cover.

You may cancel **Your Policy** by giving AA Insurance instructions on **0818 227 228** or write to AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449 confirming the required date of cancellation. The **Policy** will be cancelled effective from the date **You** notify **Us** or the date specified by **You**, whichever is later. Cancellation dates will not be backdated unless agreed by the **Insurer**.

If **Your Policy** is cancelled by **Us** or **Your Policy** is cancelled by **You**, **You** are entitled to a refund of premium for any unexpired period of cover (less an amount in respect of fixed expenses, if shown on the **Schedule**)

Please note that if **You** cancel **Your** home insurance **Policy** for any reason then all **Policy** benefits shall automatically be cancelled on the same date. Any cancellation by **You**, will not affect any rights and responsibilities arising before cancellation takes place. **Your Policy** includes an AA Set Up Charge/AA Renewal Fee as well as a Cancellation Charge. These charges are non-refundable in the event of cancellation outside of **Your** Cooling Off Period, please refer to AA Terms of Business for more information on these charges.

If **Your Policy** is cancelled by **Us** or the **Insurer**

If **Your Policy** is cancelled by **Us** or the **Insurer**, **You** are entitled to a refund of premium for any unexpired period of cover.

Please note that if **Your** home insurance **Policy** is cancelled by **Us** or the **Insurer** for any reason then all **Policy** benefits shall automatically be cancelled on the same date. Any cancellation by **Us** or the **Insurer** will not affect any rights and responsibilities arising before cancellation takes place.

11. Monthly Premium Cancellation

AA or the **Insurer** may cancel **Your Policy**. If the AA or the **Insurer** cancels **Your Policy**, **We** or the **Insurer** will write to **You** at **Your** last known postal address confirming that all cover will cease 14 days after the date of their letter. **You** are entitled to a refund of premium for any unexpired period of cover.

You may cancel **Your Policy** by giving AA Insurance instructions on **0818 227 228** or write to AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449 confirming the required date of cancellation. **You** should also instruct **Your** Bank to cancel **Your** direct debit arrangement. The **Policy** will be cancelled effective from the date **You** notify **Us** or the date specified by **You**, whichever is later. Cancellation dates will not be backdated unless agreed by the **Insurer**.

If Your Policy is cancelled by You

If **Your Policy** is cancelled by **You**, **You** are entitled to a refund of premium for any unexpired period of cover (less an amount in respect of fixed expenses, if shown on the **Schedule**) Please note that if **You** cancel **Your** home insurance **Policy** for any reason then all **Policy** benefits shall automatically be cancelled on the same date. Any cancellation by **You**, will not affect any rights and responsibilities arising before cancellation takes place. **Your Policy** includes an AA Set Up Charge/AA Renewal Fee as well as a Cancellation Charge. These charges are non-refundable in the event of cancellation outside of **Your** Cooling Off Period, please refer to AA Terms of Business for more information on these charges.

If **Your Policy** is cancelled because **Your** Bank is not prepared to honour **Your** direct debit arrangement with **Us** (under the AA Ireland Credit Agreement) on the date it becomes due, all cover under the **Policy** will cease from such date. **We** will write to **You** at **Your** last known postal address. If **Your Policy** is cancelled under this condition, **We** will stop applying for **Your** monthly premium.

Where **You** request and receive a refund of premium under SEPA (Single Euro Payments Area) agreement, all cover will cease with effect from the date the premium has been claimed back by **You**.

If **Your Policy** is cancelled by **Us** or the **Insurer**

If **Your Policy** is cancelled by **Us** or the **Insurer**, **You** are entitled to a refund of premium for any unexpired period of cover.

Please note that if **Your** home insurance **Policy** is cancelled by **Us** or the **Insurer** for any reason then all **Policy** benefits shall automatically be cancelled on the same date. Any cancellation by **Us** or the **Insurer** will not affect any rights and responsibilities arising before cancellation takes place.

12. Other Insurance

Where a claim is covered under **Your Policy** and this claim is covered by any other insurance the **Insurer** will only pay their rateable proportion.

13. Subrogation

Before or after the **Insurer** pays any claim under **Your Policy**, **You** or any member of **Your Household** must, if the **Insurer** asks **You** to, take or allow the **Insurer** to take in **Your** name or the name of any member of **Your Household**, all the steps needed to enforce **Your** or **Your** Households rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name. The **Insurer** will pay any **Reasonable** costs and expenses involved.

14. No Claims Discount & No Claims Discount Protection

A. No Claims Discount

No Claims Discount is a premium reduction that **You** receive based on **Your** claims history. Where a No Claims Discount applies to **Your Policy**, it will operate as follows:

If **You** do not make a claim;

- Where the **Period of Insurance** is at least 365 consecutive days and **You** have not made a claim or advised **Us** of a claim in the last **Period of Insurance** the **Insurer** will:
 - Increase **Your** No Claims Discount by one year subject to a maximum of 5 years (i.e. the maximum number of years that is taken into account when applying the No Claims Discount is 5 years, regardless of the total number of years that **You** have

been claims free).

- Calculate the renewal premium in accordance with the **Insurer's** No Claims Discount scale.
- Where the **Period of Insurance** is less than 365 consecutive days and **You** have not made a claim or advised **Us** of a claim in the last **Period of Insurance** the **Insurer** will:
 - Maintain the number of No Claims Discount years applied in the previous **Period of Insurance**.
 - Calculate the renewal premium in accordance with the **Insurer's** No Claim discount scale.

If **You** make a claim;

- If a claim is notified during any **Period of Insurance** the No Claim Discount entitlement will be reduced to nil years, at the next renewal.
- Some claims, whether paid by the **Insurer** or not, may result in a premium loading at the next renewal or renewal following settlement of the claim. If a premium loading is applied, it will be notified to **You** on **Your Schedule** and will be reviewed annually thereafter.

B. No Claims Discount Protection

Eligibility

No Claims Discount Protection is only available, If, at inception or last renewal of the **Policy** (whichever is the latest);

- **You** have previously held home insurance, and
- **You** have been claim free for the previous three years and
- **The Property** insured is **Your Main Private Dwelling**

You can incur one claim, up to €3,000, in any consecutive three-year **Period of Insurance** without losing **Your** No Claims Discount;

How it Works

- Where the paid amount of any claim is less than €3,000, the **Insurer** will increase **Your** No Claims Discount by one year subject to a maximum of 5 years except where the **Period of Insurance** is less than 365 consecutive days, in this case the **Insurer** will maintain the number of No Claims Discount years applied in the previous **Period of Insurance**;
- Where the paid amount of any claim is for more than €3,000 the **Insurer** will reduce the No Claim Discount entitlement to nil years, at the next renewal; One claim above €3,000 or more than one claim in this period will reduce **Your** No Claims Discount to nil years at the following renewal;
- Where **You** have made a claim under the **Policy** **You** will not qualify for **No Claims Discount Protection** again until **You** have been claims free for three full Periods of Insurance.
- If at the time of the **Insurer** calculating **Your** renewal premium the claim is not fully settled but later settles for an amount over €3,000, the **Insurer** will reduce **Your** No Claims Discount to nil years at the following renewal.

Important Points to Note (applicable to A and B above)

- The maximum number of years that is taken into account when increasing the No Claims Discount is 5 years, regardless of the total number of years that **You** have been claims free.
- If **You** make a claim or the **Insurer** settles a claim in a **Period of Insurance** which is not taken into account in the renewal issued to **You**, the **Insurer** will reduce **Your** No Claims Discount to nil years at the following renewal unless **You** were deemed eligible for **No Claims Discount Protection**.
- The following claims will not affect the calculation of **Your** No Claims Discount or be taken into consideration when determining eligibility for No Claims Bonus Protection:
- Personal Accident Claims,
 - Jury Service Claims and
 - Claims which have been finalised without any payment other than **Fees** paid by the **Insurer** in the handling of **Your** claim.

Did you know?

In addition to the **No Claims Discount Protection** outlined in Section B above, If **You** are a paid-up **AA Member** at inception or last renewal of this **Policy** (whichever is the later) and **You** have been claim free for the previous three years, the **Insurer** will automatically increase cover in respect of **No Claims Discount Protection** up to €6,000. This means that **You** can incur one claim, up to €6,000, in any consecutive three-year Period Of Insurance without losing **Your** No Claim Discount.

15. Holiday Home

When not in residence, cover for stealing or attempted stealing is excluded on **High Risk Items**. When the **Holiday Home** becomes **Unoccupied** for a period greater than 48 hours, **You** must ensure:

1. All accessible windows excluding bedroom windows are secured with window locks.
2. All external doors are secured with 5 lever mortice deadlocks, or equivalent locks.
3. Intruder alarms where installed are put into operation.
4. Fortnightly inspections of the Property inside and outside are made by **You** or Your representative.
5. Any accumulations of combustible materials such as junk mail and newspapers are removed during each inspection of the Holiday Home.
6. From April 1st to October 31st (inclusive) the water, gas and electricity supply are turned off at the mains unless the Alarm system or Central Heating system is dependent on the supply.
7. From 1st November to 31st March (inclusive) the water is turned off, and the system drained and the gas and electricity supply are turned off at the mains unless the Alarm system or Central Heating is dependent on the supply and the Holiday Home is fitted with an operating thermostatically controlled heating system which maintains an air temperature of not less than 5 degrees centigrade and the trap door(s) to the attic/loft are left open.

The **Insurer** will not be liable for any damage or loss occurring at the **Holiday Home** unless **Conditions** 1 – 7 inclusive are complied with. Where **Conditions** 1 - 7 have been fully complied with the exclusion of loss or damage occurring after **Your Holiday Home** has been **Unoccupied** for more than 45 consecutive days will not apply. The cover is otherwise subject to the terms, **Conditions** and exclusions of the **Policy** wording.

16. Financial or Trade Sanctions

The **Insurer** shall not be deemed to provide cover and shall not be liable to provide indemnity, payment or any benefit hereunder to the extent that the provision of such cover, indemnity, payment or any benefit would breach any sanction (including economic, financial or trade sanctions), prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

EXCLUSIONS WHICH APPLY TO THE WHOLE POLICY

What is not insured

1. Matching of Items

When a loss or damage occurs within a clearly identifiable area or to a specific part of an item the **Insurer** will not cover any undamaged item or parts of items which form part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. The **Insurer** will only be liable for the value of the particular item, part or parts that have been lost or damaged.

2. Existing and Deliberate damage

- Any loss or damage occurring before the cover starts or arising from an event before the cover starts.
- Loss or damage caused deliberately by **You** or any member of **Your Household** or any

person(s) lawfully in the **Property**, subject to the provisions set out in the Consumer Contracts Act 2019 and any subsequent amending legislation.

3. Loss of Value

Depreciation or loss in value of property other than that specified in the claims settlement section for **Buildings** - Section 4 page 15.

4. Wear and Tear, Maintenance, Breakdowns and Gradually Operating Causes

- Wear and tear, rusting or corrosion.
- Wet or dry rot, fungus, mildew or any other gradually operating cause.
- Frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, **Storm, Flood** or earthquake).
- Damage caused by cleaning, repairing, restoring, renovating or dyeing.
- The cost of maintenance and normal decoration.
- Failure of double glazing seals.
- Mechanical, electrical or electronic computer failures or breakdowns or breakages.
- Damage caused by assembling or dismantling of any apparatus.

5. Pets, Insects and Vermin

- Damage caused by chewing, scratching, tearing or fouling by domestic pets owned by or in the care custody or control of **You** or members of **Your Household**.
- Damage caused by vermin and insects.

6. Loss by Deception

- Loss by deception unless it is only entry into the **Property** that is gained by deception.

7. Defective and/or Faulty workmanship

- Loss or damage caused by faulty workmanship.
- Loss or damage caused by defective design or the use of defective materials.

8. Business Use

- Anything used or held for business or professional purposes other than **Home Office Equipment**.
- **Money** used or held for business or professional purposes.

9. Money, Bank, Cash, Credit, Charge, Cheque and Debit Card Losses

- Loss of **Money** not reported to the Gardaí or local law enforcement agency within 24 hours of discovery.
- Losses of cards not reported to the issuing organisation within 24 hours of discovery.

10. Consequential or indirect losses

Consequential loss of any kind incurred by **You** or any member of **Your Household**.

A Consequential loss is defined as a loss arising indirectly from an insured event.

11. Terrorism and War Risks

Any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by any of the following:

- i. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any other source.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- iii. War, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil unrest assuming the proportions of amount to an uprising, military or usurped power.
- iv. Any act of terrorism. For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purpose including the intention to influence any government or to put the public, or any section of the public, in fear.
- v. Any action in controlling, preventing, suppressing or in any way relating to Terrorism or War Risks.

- vi. The release or threat of release of germs, disease or other chemicals or biological contagions or contaminants.
- vii. The use or threat of use of any nuclear device or radioactive substance if the **Insurer** alleges that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be Yours. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

12.Sonic Bangs

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

13.Property Excluded or More Specifically Insured

- **Property** more specifically insured by another **Policy**.
- Motor vehicles, trailers, **Caravans** (not specified on the **Schedule**), boats, vessels, hovercraft, aircraft and their respective parts or accessories other than motorised gardening equipment.

14.Confiscation

Loss or damage by delay, confiscation detention, seizure or any attempt thereof by any lawful authority.

15.Electronic Data

Any loss, damage, breakage or destruction to any property or consequential loss or liability directly caused by or contributed to by or arising from

- The failure or inability of any electronic equipment to correctly recognise any data, correctly capture, save, retain, manipulate, interpret or process any data information, command or instruction whether or not such had been programmed into the equipment.
- Interruption of or interference with data in electronic equipment resulting in the loss, destruction or corruption transmission or corruption of data.
- The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like.
- Unauthorised access to a system or data.

For the purpose of this exclusion: Data means information represented or stored electronically including but not limited to code, series of instructions, operating systems, software programs and firmware (permanent software programmed into a computer hardware device).

16.Cyber Risks

We will not pay any loss or liability arising directly or indirectly from or in connection with a Cyber Loss

- For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- Cyber Act means a deliberate, unauthorised, malicious, negligent or criminal act or series of related deliberate unauthorised, malicious, negligent or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.
- Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.
- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

17.Pollution or contamination

Any loss or damage of any kind caused directly by pollution or contamination which:

- i. Was the result of an intentional act or
- ii. Was not caused by a sudden incident or
- iii. Did not occur during any **Period of Insurance**.

18. Pyrite and Sulphide Exclusion

The **Insurer** will not cover any loss or damage arising directly or indirectly from the presence of pyrite or sulphides and/or their derivatives.

19. Local Authority Requirements

The **Insurer** reserves the right to decline any loss, damage or liability where **You** are on notice prior to the loss, damage or liability occurring that the **Property** is in breach of any planning or legal regulations or any applicable bye-laws at the time of **Property** construction.

IF YOU NEED TO COMPLAIN

We hope **You** will be completely happy with **Your** AA Home Insurance. But if something does go wrong, **We** would like to know about it. **We** will do **Our** best to straighten it out for **You** and to make sure it doesn't happen again.

(a) If Your complaint is about AA Insurance, there are several ways You can contact Us.

Please contact **Us** at service@theaa.ie, or write to **Us** at;
AA Ireland, 3rd floor, 80 Harcourt Street, Dublin 2, D02 F449.

We will acknowledge **Your** complaint within 5 working days. If **We** can't respond fully then, **We** will tell **You** who is dealing with it and when **You** will hear from **Us**, **We** will do **Our** best to respond fully within 20 working days. If this isn't possible, **We** will tell **You** why and when **You** can expect a full response.

(b) If Your complaint is about Your Insurer

You need to contact **Your Insurer** directly. Please write to the Customer Services Manager/ Complaints Manager. The address will be on **Your Policy Schedule**.

We are always on hand to pass **Your** complaint on to the **Insurer**, and provide **You** with support if **You** need **Our** help.

If **You** remain dissatisfied with the final response to **Your** complaint, **You** may contact the following organisation:

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House,
Lincoln Place, Dublin 2
Eircode: D02 VH29.
Telephone: 1890 882 090 or (01) 6620899

You will not lose your right to take legal action if you contact the Financial Services and Pensions Ombudsman."



**AA Ireland Ltd
3rd floor
80 Harcourt Street
Dublin 2
D02 F449**

**0818 227 228
www.theAA.ie**