

# Home Insurance

Policy Document





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## **Scheme arranged by Halligans Insurances**

### **The Contract of Insurance**

Welcome to your Zurich Insurance plc ('Zurich') Home Insurance Policy. It explains in detail your insurance protection. Please read this policy and the schedule carefully, referring to the endorsements indicated by the entries in the schedule.

It is a contract of insurance between you and us, Zurich Insurance plc and is made up of this booklet and your schedule. It is based on the statements and information you gave us or the information that was given on your behalf when you applied for the insurance. That information may have been given to us on a Statement of Facts Proposal Form or during a phone conversation. We used that information to assess the cover we would provide for you and to set the premium and policy conditions we need for that cover.

The Statement of Facts Proposal Form is based on all of the information you gave us. You must check this information carefully and let us know immediately if any part of the information you gave us is wrong. You should read this policy booklet and your schedule together. Please check them carefully to make sure they give you the cover you want.

You must advise your broker immediately if the use of your home changes, such as it becoming let out to tenants, becoming unoccupied or being used for any business purpose. You should also advise your broker immediately if the nature of your home changes in a way that might affect our attitude to the cover provided – for example during the building of an extension or re-roofing the property with non-standard materials. If you are in any doubt as to whether a change is material, please ask your insurance broker.

The reinstatement value of your buildings shown in the schedule will be adjusted at each renewal to reflect increased rebuilding costs. You should satisfy yourself that this value is adequate to cover the full rebuilding cost of the entire buildings, including the cost of professional fees and site clearance. If the sums insured are inadequate, it may affect the settlement of any claims you may submit under the policy. We may at any time, on the advice of a surveyor or loss adjustor, amend the sums insured so that they represent the true values at risk.

This policy, which includes and shall be read as one document with the schedule, endorsements and Statement of Facts Proposal Form, evidences a contract of insurance between you and us.

Subject to the policy terms, conditions, exclusions and endorsements we will insure you against loss, damage or legal liability which may occur during the period for which we have accepted your premium.

For and on behalf of Zurich Insurance plc ('Zurich').



**Ken Norgrove**  
Chief Executive Officer Ireland

**Zurich Insurance plc**  
Registered Office:  
Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
Zurich Insurance plc is regulated by the Central Bank of Ireland.

## General Conditions

### **The Law Applicable to the Contract**

Under the relevant European and Irish legal provisions, the parties to this contract of insurance, we, Zurich Insurance plc and you, the insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

### **Insurer**

The insurer with which your Home Insurance contract will be concluded is Zurich Insurance plc.

### **Insurance Act 1936 (or future amendments thereto)**

All monies which become or may become payable to us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### **Finance Act 1990 (of future amendments thereto)**

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

## Definitions

All through this policy there are certain words printed in bold. These words have special meanings which are shown below and on pages 6 – 8 and will have the same meaning wherever they appear in the document.

### **Accidental damage**

Unexpected and unintended damage caused by something sudden and external.

### **ATM**

Means 'automatic teller machine'.

### **Bodily Injury**

Means physical injury, sickness, disease or death including but not limited to required care and loss of services resulting from the injury.

### **Buildings**

The **buildings** is made up of two parts namely:

- a) the private house (which includes garages with direct access from the private house) including fixtures and fittings therein and thereon, occupied for residential purposes only, built with brick, stone or concrete and roofed substantially with slates, tiles, or other incombustible materials and,
- b) domestic outbuildings, detached garages, swimming pools, tennis courts, including fixtures and fittings therein and thereon, fuel storage tanks and their contents, terraces, patios, driveways, footpaths, walls, gates and fences, lawns, hedges, trees, shrubs and plants,  
  
all situate as stated in the schedule on a site not exceeding two acres in area.

### **Computer viruses**

A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.

### **Contents**

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

### **Credit cards**

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

### **Domestic Employee**

Any employee engaged by **you** carrying on solely private domestic duties in connection with the **buildings** (including repair, maintenance or decoration but excluding work involving structural alterations, demolition, construction or farming). Independent contractors and/or consultants and/or their employees are also excluded.

### **Excess**

The amount **you** must pay towards each claim.

### **Endorsement**

Any alteration to this policy wording.

**Family**

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers or any other **paying guests**.

**Fungi**

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

**High Value Items**

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals, cameras, video, audio or home computer equipment. **We** treat pairs or sets of items as one item.

**Household**

**You** and others permanently residing with **you** in the private house other than **paying guests**.

**Home Office Equipment**

Computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, **you** or **your family** own.

**Identity Theft**

The theft of **your** personal identification, Personal Public Service (PPS) number, or other method of identifying **you** which has or could reasonably result in the wrongful use of such information, including but not limited to, theft occurring on or arising out of **your** use of the internet. All financial loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single **identity theft event**.

**Identity theft** shall not include the theft or wrongful use of **your** business name or any other method of identifying any of **your** business activities.

**Identity Theft Event**

One occurrence of **identity theft** or a series of related occurrences.

**Incident**

Any event that might lead to a claim.

**Money**

Cash, cheques, postal and money orders, savings stamps and certificates, unused current postage stamps, premium bonds, traveller's cheques, travel tickets, gift tokens, but not items used for business purposes or forming part of a collection.

**Occurrence**

A loss or incident arising during the **period of insurance**.

**Paying Guests**

Guests paying for short term accommodation and/or tenants, co-tenants, lodgers, residing with you.

**Period of Insurance**

The period shown on your schedule and any subsequent period for which we accept a renewal premium.

**Personal Effects**

Items normally worn, used or carried by you or your family in daily life, but not money, credit cards or items held or used for business purposes.

**Robbery**

Means the unlawful taking of money or other property from your care and custody by one who has caused or threatened you with bodily harm and has committed an obviously unlawful, violent act.

**Reduced Excess**

Some sections of the policy are not subject to the policy excess. Where indicated on the schedule a reduced excess applies instead. For those sections the reduced excess, indicated on the schedule, is the amount of the claim that you must pay yourself. If it is not clearly stated that the reduced excess applies, then the policy excess applies to a loss.

**Specified Items**

Specified items are items that have been individually identified to us and are shown in your schedule.

**Territorial Limits**

Republic of Ireland only.

**Unfurnished**

Not adequately furnished or equipped for normal living purposes. In the case of a newly constructed or renovated house, it will be deemed unfurnished if either the water or electricity service has not been connected.

**Unoccupied**

Not stayed in overnight by a member of your household or any other person authorised by you for more than 30 consecutive days.

**We, our, us**

Zurich Insurance plc.

**You, your**

The person or people shown in the schedule as 'the insured'.

**All other definitions as detailed in the Policy.**



## Section A – Buildings

This section covers the **buildings** of the private dwellings(s) situated within the premises named in the schedule, used for domestic purposes only. An **excess** of €200 applies to each and every loss other than paragraph 4 (unless otherwise indicated on the policy schedule).

The Cover (what is insured)	Exclusions (what is not insured)
The <b>buildings</b> are insured against loss or damage directly caused by:	
1. Fire, smoke, lightning, explosion or earthquake.	To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician. Smoke damage caused by: <ul style="list-style-type: none"> <li>• any gradually operating cause,</li> <li>• industrial or agricultural operation or process.</li> </ul>
2. Impact with the <b>buildings</b> by aircraft, other aerial devices, or articles falling from them, by road or rail vehicles, or by animals.	Loss or damage caused by any vehicle or animal belonging to or under the control of <b>you</b> or any permanent member of <b>your household</b> .
3. Storm or flood.	To properties that have incurred flood damage in the past 10 years. To properties where incorrect information has been given in relation to flood history. Damage caused by frost, subsidence, ground heave or landslip. Damage to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age. Damage to gates, fences or hedges.
4. Subsidence, ground heave or landslip of the site on which the <b>buildings</b> stand.	The first €600 of each <b>incident</b> of damage or loss. To properties that have incurred subsidence damage in the past. To properties where incorrect information has been given in relation to subsidence history. Damage to walls, gates, fences, hedges, domestic fixed fuel oil tanks, swimming pools, terraces, drives, footpaths, paved patio, tennis hard courts, greenhouses, service and supply pipes, drains, sewers and septic tanks unless the <b>building</b> is damaged at the same time. Damage whilst the <b>buildings</b> are undergoing any structural alterations, repairs or extensions or demolition. Damage due to coastal or river erosion.

The Cover (what is insured)	Exclusions (what is not insured)
	<p>Damage resulting from faulty workmanship, design or the use of defective materials.</p> <p>Damage caused by the normal settlement of the <b>buildings</b>.</p> <p>Damage caused by bedding down of new structures or settlement of newly made up ground.</p>
<p>5. Escape or overflow of water from any washing machine, dishwasher, fixed fish tank, freezer or refrigerator or fixed domestic water or heating installation.</p> <p>Damage to any fixed domestic water or heating installation in the home caused by freezing or forcible or violent bursting.</p>	<p>The first €500 of each <b>incident</b> of damage or loss.</p> <p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last 20 years.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p> <p>Loss or damage due to wear and tear or gradual deterioration.</p>
<p>6. Escape or overflow of oil from any domestic fixed fuel tanks or heating installation.</p>	<p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last 20 years.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p> <p>Loss or damage due to wear and tear or gradual deterioration.</p>
<p>7. Stealing or attempted stealing.</p>	<p>Where incorrect alarm and security information has been provided.</p> <p>Loss or damage whilst the <b>buildings</b> or any part of the <b>buildings</b> are lent, let, sub-let or licensed or accommodating <b>paying guests</b> unless such loss or damage is consequent upon violent and forcible entry.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p>
<p>8. Riot or civil commotion, labour or political disturbance. Vandals and acts of malicious persons.</p>	<p>Damage to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p> <p>Loss or damage caused by someone lawfully on the premises.</p> <p>Any damage not reported within 14 days.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>9. Falling radio and television aerials, satellite dishes, aerial fittings or masts not exceeding 30 feet in height.</p> <p>Falling trees, branches, lamp-posts or telegraph poles.</p>	<p>Loss or damage to the fittings.</p> <p>Damage to walls, gates, fences or hedges.</p> <p>Damage arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the policy.</p>
<p>10. Accidental breakage of fixed glass in windows, solar panels, doors and roofs and fixed sanitary ware and ceramic hobs all forming part of the <b>buildings</b>.</p>	<p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p>
<p>11. The cost of repairing <b>accidental damage</b> to domestic fuel oil pipes, underground electricity and telephone cables or underground services, supplying <b>your</b> home for which <b>you</b> are legally responsible.</p>	
<p>12. <b>Accidental damage</b> to cables or underground services for which <b>you</b> are legally responsible, supplying <b>your</b> home.</p>	
<p>13. If the <b>buildings</b> are made uninhabitable by any cause insured by this section, <b>we</b> will pay for the loss of rent which <b>you</b> are unable to recover or the reasonable additional cost of comparable alternative accommodation necessarily incurred by <b>you</b> as owner or occupier of the <b>buildings</b> provided that <b>our</b> liability in this respect shall not exceed 15% of the sum insured on such <b>buildings</b> and is limited to the period necessary to reinstate the <b>buildings</b> to a habitable condition.</p> <p>The work of reinstatement must be done without delay.</p>	
<p>14. Expenses incurred following damage to the <b>buildings</b> by any cause insured by this section, in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged <b>buildings</b> made necessary to comply with Government or Local Authority requirements but not when notice has been served prior to the time of the loss; and Architects and other fees including Surveyor fees necessarily incurred in the reinstatement of the <b>buildings</b>.</p>	<p>Any expense incurred in the preparation of a claim or estimate of loss.</p> <p>Costs in respect of undamaged parts of the <b>buildings</b> (except the foundation of the damaged parts).</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p><b>15. Door Locks Replacement</b></p> <p>We will pay the cost of replacing external door locks and keys of <b>your buildings</b>, specified in the schedule, where the keys of such locks have been stolen following a break-in at the private house or following an assault on <b>you</b> or a member of <b>your household</b>.</p> <p>The maximum we will pay is €750.</p>	
<p><b>16. Fire Brigade Charges</b></p> <p>We will pay the cost of the charges made on <b>you</b> by a local authority (as permitted by legislation) for Fire Brigade attendance, as a result of any <b>incident</b>, which is insured by <b>your</b> policy.</p> <p>The maximum we will pay is €3,000.</p>	
<p><b>17. Trace &amp; Access</b></p> <p>We will pay the cost of removing and replacing any part of the <b>buildings</b> necessary to repair a household heating or water system which has caused an escape of water.</p>	<p>The maximum amount payable is €1,000 in any one <b>period of insurance</b>.</p> <p>Loss or damage to the component or appliance from which the water or oil escapes.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p>
<p><b>18. Legal Fees</b></p> <p>We will pay the legal fees, which <b>you</b> would have to pay to repossess the premises following occupation by squatters.</p>	<p>The maximum amount payable is €13,000 in any one <b>period of insurance</b>.</p> <p>Fees incurred without <b>our</b> permission.</p>

### Accidental Damage

The Cover (what is insured)	Exclusions (what is not insured)
<p>The <b>buildings</b> are insured against any <b>accidental damage</b> in addition to the events under paragraphs 1 to 18 of this section.</p>	<p>The first €200 of each <b>incident</b> of damage.</p> <p>Damage caused by scratching, chewing, tearing or fouling by pets.</p> <p>Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, mould, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, faulty workmanship or design, the use of faulty materials or breakdown.</p> <p>Damage as a result of tree root action, which comes within the terms of any exclusion or limitation, set out in this policy.</p> <p>Any damage or liability stated as not insured under paragraphs 1 – 18 of this section.</p>

## Legal Liability to the Public

### Property Owners Liability

This subsection is only applicable if Buildings Cover is included.

The Cover (what is insured)	Exclusions (what is not insured)
<p>1. Up to €2,600,000 in aggregate for any one accident or series of accidents constituting one <b>occurrence</b>, including defence costs and expense incurred by <b>you</b> with <b>our</b> consent, to indemnify <b>you</b> against legal liability for:</p> <p>a) accidental death, illness or bodily injury to any person,</p> <p>b) accidental damage to property, arising from the ownership of the buildings and its land.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"><li>• an agreement which imposes a liability which <b>you</b> or a member of <b>your household</b> would not have otherwise been under,</li><li>• any business, profession, employment or trade.</li></ul> <p>Liability for:</p> <ul style="list-style-type: none"><li>• accidental death or <b>bodily injury</b> to a member of <b>your household</b> or to a person under contract of service of apprenticeship with <b>you</b> or a member of <b>your family</b>,</li><li>• damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of <b>your household</b>.</li></ul>

## Conditions applicable to this section

### A. Reinstatement condition

In the event of loss or damage to the **buildings**, **we** will pay the full cost of repair or reinstatement at the time of such loss or damage provided that **you** have maintained the **buildings** in a good state of repair and the work is done without delay. See policy condition 1 (one). **We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

### B. More than one property

When more than one property is insured, the terms and conditions of the policy shall apply as if each is separately insured.

### C. Selling your property

If **you** are selling **your** property **we** will insure the buyer up to the date the contract is signed.

### Index linking – buildings

The sum insured in the schedule will be adjusted monthly in line with the House Building Cost Index or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice. In the event of a claim the sum insured will continue to be adjusted during the period necessary to repair or reinstate the **buildings** provided repair or reinstatement is carried out as soon as possible.

## Section B – Contents

This section covers the **contents** of the **buildings** of the private dwellings situated within the premises named in the schedule. An **excess** of €200 applies to each and every loss (unless otherwise indicated on the policy schedule).

The following property is not included as **contents**:

- motor vehicles, caravans, trailers, aircraft, watercraft, hovercraft, or parts or accessories normally on or in any of them. However, domestic gardening equipment used on **your** premises is covered;
- landlord's fixtures and fittings;
- property used for commercial purposes.

Included in the Contents section in respect of each of the **buildings** separately stated in the schedule during the **period of insurance**, **our** liability shall not exceed:

- a) €600 in respect of property in the open but situated within the boundaries of the property.
- b) €750 in respect of **money** and €5,000 in respect of **credit cards** or negotiable documents.
- c) €750 in respect of title deeds, registered bonds, and other personal documents.
- d) Limited to €2,500 or 5% of the sum insured (whichever is the greatest) for any one item in respect of **high value items**.
- e) The total value of all **high value items** shall not be taken to exceed 1/3 of the sum insured under the Contents section, notwithstanding the foregoing in respect of Urban area (defined as Dublin City & County, Bray & Leixlip) risks, the total value of all articles of jewellery shall not be taken to exceed 15% of the sum insured under the Contents section.
- f) The maximum amount payable in respect of property in locked domestic outbuildings (other than **contents** of secured garages built of standard brick construction) shall not be taken to exceed €3,000. This amount is reduced by 50% in respect of property in unsecured domestic outbuildings.
- g) The maximum amount payable in respect of Visitors (not **paying guests**) Personal Effects not otherwise insured is €1,000.
- h) The maximum amount payable in respect of **Home Office Equipment** (i.e. personal computers, printers, facsimile, telephone answering machines and the like) not otherwise insured is €4,000.

The Cover (what is insured)	Exclusions (what is not insured)
The <b>contents</b> are insured against loss or damage directly caused by:	
1. Fire, smoke, lightning, explosion or earthquake.	To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician. Smoke damage caused by: <ul style="list-style-type: none"> <li>• any gradually operating cause,</li> <li>• industrial or agricultural operations.</li> </ul>
2. Storm or flood.	To properties that have incurred flood damage in the past 10 years. To properties where incorrect information has been given in relation to flood history. Loss or damage caused by frost.

The Cover (what is insured)	Exclusions (what is not insured)
3. Impact by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals.	Damage caused by any vehicle or animal belonging to or under the control of <b>you</b> or any permanent member of <b>your household</b> .
4. Escape or overflow of water from any fixed water tanks, apparatus or pipes, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.	<p>The first €500 of each <b>incident</b> of damage or loss.</p> <p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last 20 years.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p> <p>Loss or damage caused by wear and tear or deterioration.</p>
5. Escape or overflow of oil from any domestic fixed fuel tanks or heating installations.	<p>To properties built prior to 1920 unless re-plumbed by a certified plumber in the last 20 years.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p> <p>Loss or damage caused by wear and tear or deterioration.</p>
6. Stealing or attempted stealing.	<p>Where incorrect alarm and security information has been provided.</p> <p>Loss or damage whilst the <b>buildings</b> or any part of the <b>buildings</b> are lent, let, sub-let or licensed or accommodating <b>paying guests</b> unless such loss or damage is consequent upon violent and forcible entry.</p> <p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p>
7. Riot or civil commotion, labour and political disturbance. Vandals and acts of malicious persons.	<p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p> <p>Loss or damage caused by someone lawfully on the premises.</p>
8. Subsidence, ground heave or landslip of the site upon which the <b>buildings</b> stand.	<p>The first €600 of each <b>incident</b> of damage or loss.</p> <p>To properties that have incurred subsidence damage in the past.</p> <p>To properties where incorrect information has been given in relation to subsidence history.</p> <p>Loss or damage whilst the <b>buildings</b> are undergoing any structural alterations, repairs or extensions.</p> <p>Damage due to coastal or riverbank erosion.</p> <p>Damage resulting from faulty workmanship, design or use of defective materials.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p>9. Falling trees, branches, lamp-posts or telegraph poles.</p> <p>Falling radio and television aerials, not exceeding 30ft, aerial fittings, masts or satellite dishes.</p>	<p>Loss or damage caused through lopping and/or felling.</p> <p>Loss or damage to the fitments.</p>
<p>10. The <b>contents</b> if and in so far as these are not otherwise insured whilst temporarily removed from the <b>buildings</b> are insured:</p> <p>a) Against loss or damage caused by any of the perils insured under this section whilst in any occupied private dwelling.</p> <p>The maximum amount <b>we</b> will pay is 15% of the sum insured under the Contents section.</p>	<p><b>Contents</b> outside the <b>territorial limits</b>, currency, bank notes, <b>credit cards</b> or negotiable documents.</p> <p>Loss or damage unless force is used to gain entry to or exit from a <b>building</b>.</p> <p>Property removed for sale or exhibition or storage to a furniture depository or warehouse.</p>
<p>11. The value of oil lost following <b>accidental damage</b> to domestic water or heating installation by any external cause.</p> <p>The maximum <b>we</b> will pay is €500.</p>	<p>Loss or damage caused after the <b>buildings</b> are left <b>unfurnished</b> or <b>unoccupied</b> for more than 30 consecutive days.</p>
<p>12. Rent for which <b>you</b> are liable as occupier if the <b>buildings</b> are rendered uninhabitable by any cause which is insured under this section, not exceeding 15% of the sum insured on <b>contents</b> of the <b>building</b> damaged or destroyed.</p>	
<p>13. If the home is made uninhabitable by damage from any cause insured by this section <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>• the reasonable extra cost of comparable alternative accommodation if <b>you</b> occupy the home;</li> <li>• the reasonable cost of temporary storage of furniture;</li> <li>• the reasonable extra cost of temporary accommodation for domestic pets.</li> </ul> <p>but only during the period necessary to reinstate the <b>buildings</b> to a habitable condition.</p> <p>The work of reinstatement or repair must be done without delay.</p> <p>The maximum <b>we</b> will pay under this paragraph is 15% of the sum insured by this section.</p>	



The Cover (what is insured)	Exclusions (what is not insured)
<p>14. <b>Your</b> legal liability as a tenant arising from any cause insured under paragraphs 1 to 13 of Section B.</p> <p>The maximum <b>we</b> will pay under this paragraph is 15% of the sum insured by this section.</p>	<p>Any liability:</p> <p>a) arising from subsidence, landslip or heave;</p> <p>b) arising from damage caused by escape of water from fixed water tanks, apparatus or fixed pipes, storm, flood, falling trees or branches, lamp-posts or telegraph poles.</p>
<p>15. <b>Your</b> legal liability as a tenant for the cost of repairing <b>accidental damage</b> to domestic fuel oil tanks, underground water supply pipes and tanks, underground service and supply pipes, sewers, drains, underground electricity or telephone cables for which <b>you</b> are legally responsible.</p>	
<p>16. The cost of preparing new title deeds to the premises if they are lost or damaged by any cause insured under this section while in the home or while lodged with a Building Society, solicitor or bank for safe keeping.</p> <p>The maximum <b>we</b> will pay is €750.</p>	
<p>17. Loss, damage or destruction to food in <b>your</b> freezer caused by a rise or fall in temperature.</p> <p>The maximum <b>we</b> will pay under this paragraph is €1,300.</p>	<p>Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority or due to any consequence of strikes, labour or political disturbances.</p> <p>Gradual deterioration by any cause other than a rise or fall in temperature.</p> <p>Loss or damage if the freezer is more than 10 years old.</p>
<p>18. Costs necessarily incurred for each <b>occurrence</b> giving rise to a claim for replacing locks to external doors, windows, safes and alarms of the home following theft of the keys and which form the subject of a valid claim under paragraph 6 of this section.</p>	
<p>19. Fatal injury to <b>you</b> or <b>your</b> spouse or both as a result of fire, burglary or assault in the <b>buildings</b> provided that:</p> <p>a) death ensues within three months of such injury;</p> <p>b) <b>our</b> liability shall be €3,500 for each person insured.</p>	
<p>20. The Contents sum insured is automatically increased by €5,000 to cover the cost of replacing Christmas gifts during the month of December, if they are lost or damaged by any cause insured under this section.</p>	<p>Loss or damage which <b>you</b> or <b>your household</b> are covered for under another contract of insurance.</p>

The Cover (what is insured)	Exclusions (what is not insured)
21. The Contents sum insured is automatically increased by €5,000 for a period of one month before and one month after the wedding day of <b>you</b> or a member of <b>your household</b> to cover the cost of replacing wedding gifts if they are lost or damaged by any cause insured under this section.	Loss or damage which <b>you</b> or <b>your household</b> are covered for under another contract of insurance.
22. We will pay <b>you</b> a benefit of €25 per day or any part thereof, should <b>you</b> be called to attend a Court of Law for the purpose of Service as a Juror. Claims under this section are not subject to a policy excess.	The maximum amount payable is €500 in any one <b>period of insurance</b> .

### Accidental Damage

The Cover (what is insured)	Exclusions (what is not insured)
The <b>contents</b> are insured whilst in the home against any <b>accidental damage</b> .	<p>The first €200 of each <b>incident</b> of damage.</p> <p>Damage to clothing, furs, contact lenses, plants, food or drink.</p> <p>Damage caused by scratching, chewing, tearing or fouling by pets.</p> <p>Damage caused by animals owned or in the care custody or control or <b>you</b> or members of <b>your household</b>.</p> <p>Damage while any part of the home is lent, let, sub-let, or licensed.</p> <p>Damage caused by wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew, fungus, mould, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, faulty workmanship or design, the use of faulty materials or breakdown.</p> <p>Damage to audio tapes, discs, video or computer cassettes, records or computer software.</p> <p>Loss or damage occurring whilst the home is left <b>unfurnished</b> or <b>unoccupied</b>.</p> <p>Damage to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used, to photographic, television, radio, other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus or to lamps, tubes, or electronic components in such apparatus.</p> <p>Any damage or liability stated as not insured under paragraphs 1-21 of this section.</p>

## Occupiers and Personal Liability

This subsection is only applicable if Contents Cover is included.

The Cover (what is insured)	Exclusions (what is not insured)
<p>1. Up to €2,600,000 for any accident or series of accidents constituting one <b>occurrence</b>, including defence costs and expenses incurred by <b>you</b> with <b>our</b> prior written consent, to indemnify <b>you</b> and <b>your household</b> against legal liability for:</p> <p>a) accidental death, illness or <b>bodily injury</b> to any person;</p> <p>b) <b>accidental damage</b> to property arising;</p> <p>i) from the occupation (not ownership) of the home and its land,</p> <p>ii) from the employment of any <b>domestic employee</b> in the Republic of Ireland,</p> <p>iii) in any other personal capacity anywhere in the <b>territorial limits</b> or worldwide within 30 consecutive days.</p> <p>2. Up to €2,600,000 for any accident or series of accidents constituting one <b>occurrence</b>, including defence costs and expenses incurred by <b>you</b> with <b>our</b> prior written consent, to indemnify <b>you</b> and <b>your family</b> against legal liability for:</p> <p>a) accidental <b>bodily injury</b>, death, disease or illness for any <b>domestic employee</b> employed by <b>you</b> and <b>your household</b>.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• an agreement which imposes a liability which <b>you</b> or a member of <b>your household</b> would not have otherwise been under;</li> <li>• ownership of any land or building;</li> <li>• any business, profession, employment or trade other than the provision in <b>your</b> home of: <ul style="list-style-type: none"> <li>i) a child minding service for up to 2 children,</li> <li>ii) accommodation for up to 6 <b>paying guests</b>,</li> </ul> </li> <li>• racing, hunting or playing polo;</li> <li>• wilful or malicious acts;</li> <li>• the transmission of any communicable disease by <b>you</b> or a member of <b>your household</b>;</li> <li>• arising out of, caused by, aggravated by or resulting from '<b>fungi</b>', wet or dry rot, or bacteria. This exclusion includes any liability imposed on the insured by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from '<b>fungi</b>', wet or dry rot, or bacteria.</li> </ul> <p>Liability arising directly or indirectly from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• aircraft, watercraft, hovercraft or sailboards unless they are models or toys which are hand or foot propelled;</li> <li>• mechanically propelled or assisted vehicles (except domestic gardening equipment and pedestrian controlled models or toys) or lifts;</li> <li>• firearms (except those licensed for sporting activities);</li> <li>• animals (except ponies, saddle horses, domestic cats and dogs (other than dangerous dogs, as specified in Regulations made under the Control of Dogs Acts or Amendments thereto, unless such dogs are at all times, muzzled, under effective control, and capable of identification));</li> </ul>

The Cover (what is insured)	Exclusions (what is not insured)
	<ul style="list-style-type: none"> <li>• dangerous implements (e.g. chainsaws, blowtorches, kango-hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the <b>buildings</b> as described in the schedule.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to a member of <b>your household</b> or to a person under a contract of service or apprenticeship with <b>you</b> or a member of <b>your household</b> (other than <b>domestic employees</b>);</li> <li>• damage to property owned or held in trust by or in the custody or control of <b>you</b> or a member of <b>your household</b>.</li> </ul>

## Conditions applicable to Section B

### A. Basis of Settlement

In the event of the total loss or destruction of any insured item under the Contents section, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original item when new.

Furthermore, we will pay the cost of replacement as new (or at our option, will replace as new) except for:

1. Household linen and clothing where a deduction for wear and tear will be made;
2. Items that can be economically cleaned, repaired or restored (including household linen, clothing and floor coverings of every description) where the cost of cleaning, repair or restoration will be paid;
3. Where any article forms part of a set, pair or suite we will be liable only for the value of the particular part or parts which have been lost or damaged and will not be liable for the full value of the set, pair or suite as a unit.

### Index linking – Contents

The sum insured in the schedule will be adjusted monthly in line with the Durable Household Goods section of the Consumer Price Index prepared by the Central Statistics Office or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice.

## Section C – ‘All Risks’

The Cover (what is insured)	Exclusions (what is not insured)
<p><b>1. Miscellaneous valuables, clothing &amp; personal effects</b></p> <p>This section covers accidental physical loss or damage to <b>personal effects</b> including clothing, miscellaneous articles of jewellery, gold, silver or other precious metals, furs, watches, cameras, photographic equipment, binoculars, sports equipment, belonging to <b>you</b> or any members of <b>your household</b>.</p> <p>Coverage applies to physical loss or damage occurring within the <b>territorial limits</b> or for the purpose of travel away only, elsewhere in the world for up to 60 days in any one <b>period of insurance</b>.</p> <p>The total amount payable under this section in respect of:</p> <ul style="list-style-type: none"> <li>a) all loss or damage is limited to the sum insured;</li> <li>b) any one article is limited to €1,300.</li> </ul>	<p>The first €200 of each and every claim.</p> <p>Any loss or damage in any way connected with any trade or profession.</p> <p>Loss or damage caused by wear and tear or gradual deterioration, depreciation in value, insects, vermin, corrosion, rot, mildew, fungus, mould, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, scratching, denting, breakdown, faulty workmanship or design, the use of faulty materials, confiscation or detention by customs or other officials.</p> <p>Breakage to pottery, porcelain, terracotta, glass or other articles of a brittle nature (other than jewellery and spectacles), unless such breakage is caused by burglars, thieves or fire.</p> <p>Damage to guns by internal explosions.</p> <p>Breakage of strings, reeds or drum heads on musical instruments.</p> <p>Damage to camping equipment, sports equipment and clothing, musical instruments and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.</p> <p>Accidental breakage of camping, sports equipment and clothing whilst in use.</p> <p>Any loss or damage to contact, corneal or micro corneal lenses or hearing aids.</p> <p>Deeds, bonds, bills of exchange, <b>money</b>, securities, documents, manuscripts, business, professional or trade goods equipment.</p> <p>Loss of jewellery from baggage outside the <b>territorial limits</b> unless carried by hand under <b>your</b> personal supervision.</p> <p>Goods left in unattended motor vehicles except contained in a locked luggage boot or covered luggage compartment of a private motor vehicle.</p> <p>Electrical or mechanical breakdown.</p>

The Cover (what is insured)	Exclusions (what is not insured)
<p><b>2. Specified valuables &amp; other items.</b></p> <p>This section covers accidental physical loss or damage to property as shown in the schedule belonging to <b>you</b> or any member of <b>your household</b> permanently residing with <b>you</b> caused by loss or damage occurring within the <b>territorial limits</b>, and for the purpose of travel away only, elsewhere in the world for up to 60 days in any one <b>period of insurance</b>.</p>	<p>The first €200 of each and every claim.</p> <p>Loss or damage listed under exclusions in Section 1 above.</p>
<p><b>3. Money and Credit Cards</b></p> <p>Accidental loss of <b>money</b>, belonging to <b>you</b> or a member of <b>your household</b>, anywhere in the world, up to €750.</p> <p>Financial loss following misuse of <b>credit cards</b> belonging to <b>you</b> or a member of <b>your household</b>, up to €5,000.</p> <p><b>Special Condition:</b>  <b>You</b> must report the loss of any <b>credit card</b> to the issuing company and to the police within 24 hours of discovery.</p>	<p>The first €200 of each and every claim.</p> <p>Shortages caused by error or omission.</p> <p>Depreciation in value.</p> <p>Losses not reported to the police within 24 hours of discovery.</p> <p>Confiscation or detention by customs or other officials.</p> <p>Unauthorised use by a member of <b>your household</b>.</p> <p>Liability following breach of the terms and conditions of use.</p>
<p><b>4. ATM Assault Medical Expenses</b></p> <p>This coverage protects <b>you</b> when <b>you</b> use any <b>ATM</b> in the world. If <b>you</b> suffer <b>bodily injury</b> during a robbery within 100 feet of an <b>ATM</b> after using an <b>ATM</b> to withdraw <b>money</b>, during the policy term, <b>we</b> will pay up to €250 for medical treatment.</p> <p><b>Special Condition:</b>  <b>You</b> must report the assault to the police as soon as possible.</p>	<p><b>We</b> will not cover costs or payments recoverable from any party, under the terms of any other insurance.</p>

#### Index linking – All Risks

The sum insured in the schedule will be adjusted monthly in line with the Durable Goods section of the Customer Price Index prepared by the Central Statistics Office or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice.

## Section D – Pedal cycles

The Cover (what is insured)	Exclusions (what is not insured)
<p>Pedal cycles including fitted accessories against:</p> <ol style="list-style-type: none"> <li>1. Loss or damage by theft or any attempted theft;</li> <li>2. <b>Accidental damage</b> while the said cycle(s) is used by <b>you</b>, or any member of <b>your household</b>.</li> </ol> <p>Cover is limited to the <b>territorial limits</b> or for the purpose of travel away only, elsewhere in the world for up to 30 days in any one <b>period of insurance</b>.</p> <p>The maximum <b>we</b> will pay for any one pedal cycle is limited to the sum insured stated in the policy schedule.</p>	<p>The first €100 of each and every claim.</p> <p>Wear and tear, electrical or mechanical breakdown or derangement.</p> <p>Loss or damage arising from business use.</p> <p>Damage to tyres or lamps, or other accessories unless the cycle(s) itself is damaged at the same time.</p> <p>Motor assisted cycles.</p> <p>Stealing of the cycle(s) or its parts unless the cycle(s) is in a locked building or has been immobilised by a security device.</p> <p>Any loss or damage whilst the cycle(s) is being used for racing, pace-making, speed testing or for hire.</p>

### Index linking – Pedal cycles

The sum insured in the schedule will be adjusted monthly in line with the Durable Goods section of the Customer Price Index prepared by the Central Statistics Office or a suitable alternative index. The amended sum insured and renewal premium will be shown on the renewal notice.

## Section E – Caravans

This section covers the caravan named in the schedule, used for domestic purposes. An **excess** of €200 applies to each and every loss (unless altered by policy schedule).

### Definitions applicable to this Section:

**Caravan** means:

1. the trailer caravan or mobile home described in the schedule,
2. accessories, fixtures, fittings, furnishings and utensils in or attached to the caravan.

The Cover (what is insured)	Exclusions (what is not insured)
<p>1. Loss of or damage to the <b>caravan</b> within the Republic of Ireland and while temporarily elsewhere (including transit between ports) in <b>your</b> custody or control provided that the period for which <b>you</b> are outside the Republic of Ireland does not exceed 60 days in any one <b>period of insurance</b>.</p> <p>2. If there is loss or damage which is insured by this section <b>we</b> will pay the reasonable cost of:</p> <ol style="list-style-type: none"> <li>i) protection and removal to the nearest suitable repairers;</li> <li>ii) delivery to <b>your</b> home address or to the <b>caravan's</b> permanent site within the Republic of Ireland.</li> </ol> <p>3. Loss of Use</p> <ol style="list-style-type: none"> <li>i) the reasonable cost of hiring another <b>caravan</b> or other alternative accommodation;</li> <li>ii) cost of hiring charges for bookings <b>you</b> have paid prior to the loss or damage.</li> </ol> <p>4. Salvage Charges</p> <p>All reasonable costs and expenses which <b>you</b> have to pay to reduce or avoid a loss which would have resulted in a claim under this section during the course of any sea transit.</p>	<p>The <b>excess</b> shown in the schedule.</p> <p>Loss or damage while the <b>caravan</b> is on a site away from <b>your</b> home for more than 30 days caused by overturning of the <b>caravan</b> by Storm or Flood unless it is securely anchored to the ground at all four corners of the chassis.</p> <p>Loss or damage while the <b>caravan</b> is being used in any motor sport.</p> <p>Loss or damage while the <b>caravan</b> is used as a permanent residence.</p> <p>Loss or damage occurring while the <b>caravan</b> is let out on hire.</p> <p>Loss or damage caused by Storm to the tent of a trailer tent or any awning.</p> <p>Loss or damage caused by seepage of water into the <b>caravan</b> through seams or seals.</p> <p>Loss or damage caused deliberately by any of <b>your household</b> or any person having use of the <b>caravan</b>.</p> <p>Damage to tyres by application of brakes or by road punctures, cuts or bursts.</p> <p>Loss or damage to furniture, furnishings or utensils caused by malicious damage or stealing while the <b>caravan</b> is left unattended unless the loss or damage occurred when <b>your caravan</b> was locked.</p> <p>The costs of repairing mechanical, electrical, electronic or computer failures or breakdowns or breakages.</p>



## Claims settlement for Section E

Provided the loss or damage is covered under your policy, we will settle your claim as explained below subject to the maximum amount payable.

1. We 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 your having purchased it new, we will pay the cost of replacement as new or at our option we will replace as new;
  - ii) otherwise than in i) we will pay the market value.
3. If we know that the caravan is the subject of a hire purchase agreement, we will pay the owner whose receipt shall be a full discharge.

**For furniture, furnishings, utensils and household linen (i.e. towels, bed & table linen):**

We will pay the cost of replacement as new or at our option we will replace as new except for:

- household linen, where a deduction for wear and tear will be made,
- items that can be economically repaired (including household linen) where the cost of repair will be paid.

Sums insured will not be reduced following payment of a claim.

### Maximum amount Payable

The maximum amount payable in respect of any one incident less any excess is:

1. Caravan – The sum insured unless 2 i) above applies
2. Removal and delivery – €400
3. Loss of use – €15 per day subject to €250 in total
4. Salvage charges – No limit

The excess shown in your schedule does not apply to 2 or 3.

## Section E – Liability to Third Parties

The Cover (what is insured)	Exclusions (what is not insured)
<p>You are insured for any amounts which any member of your household become legally liable to pay in respect of:</p> <ul style="list-style-type: none"><li>• Accidental bodily injury, death, disease or illness of any person;</li><li>• Accidental loss of or damage to property; arising out of the ownership, possession or use of the caravan.</li></ul> <p>We will also cover the legal liability of any other person who is using or has custody of the caravan with your permission and who is not insured elsewhere.</p>	<p>We will not pay for liability directly or indirectly arising from:</p> <ul style="list-style-type: none"><li>– Injury, death, disease or illness of any member of your household.</li><li>– Loss of or damage to property owned, occupied or in the custody of any member of your household.</li><li>– A caravan that is used as a permanent dwelling or on hire.</li><li>– Towing during hire.</li><li>– An agreement unless the liability would have existed without the agreement.</li></ul>

The Cover (what is insured)	Exclusions (what is not insured)
<p>We will pay up to €1,300,000 for any accident or series of accidents constituting one <b>occurrence</b>, including defence costs and expenses incurred by <b>you</b> with <b>our</b> prior written consent.</p> <p>If <b>you</b> or a member of <b>your household</b> claiming should die, <b>your</b> and/or their legal personal representatives will have the protection of this cover.</p>	<ul style="list-style-type: none"> <li>– Injury, death, disease, illness or damage arising from <b>your</b> profession or business.</li> <li>– Injury, death, disease, illness or damage arising from any mechanically propelled vehicle by which the <b>caravan</b> is being towed or transported.</li> <li>– Injury to any person in <b>your</b> employment.</li> </ul>

## Section F – Identity theft

This section provides **you** with insurance cover if **you** become the victim of **identity theft** during the **period of insurance**, subject to the terms, conditions and limitations shown below. **We** will pay up to €10,000 for each **occurrence** of **identity theft**, including €2,500 in respect of lost wages (maximum payment any one week €420).

An **excess** of €50 applies to each **identity theft event**.

The Cover (what is insured)	Exclusions (what is not insured)
<ol style="list-style-type: none"> <li>1. Costs for solicitors' fees for signing statutory declarations or similar documents for financial institutions or similar credit grantors or credit agencies that have required that affidavits be notarised.</li> <li>2. Costs for registered mail to Gardaí, credit reference agencies, financial institutions or similar credit grantors.</li> <li>3. Lost wages as a result of time taken off from work to meet with, or talk to police, credit reference agencies and/or legal counsel or to complete statutory declarations. If <b>you</b> are a self-employed professional, actual lost wages includes remuneration for vacation days, discretionary days, floating holidays and paid personal days. Computation of lost wages for self employed professionals must be supported by and will be based on prior year tax returns. Coverage is limited to wages lost within 12 months after <b>your</b> discovery of an <b>identity theft event</b>.</li> <li>4. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.</li> </ol>	<ul style="list-style-type: none"> <li>• Loss arising out of business activity of any insured person. Lost wages remuneration excludes business interruption or future earnings of a self-employed professional.</li> <li>• Expenses incurred due to any fraudulent, dishonest or criminal act by an insured person or any person acting in concert with an insured person, or by any authorised representative of an insured person whether acting alone or in collusion with others.</li> </ul>

The Cover (what is insured)	Exclusions (what is not insured)
<p>5. Reasonable legal fees incurred, subject to <b>our</b> prior consent, for:</p> <ul style="list-style-type: none"> <li>a) defence of lawsuits brought against the insured person by merchants of their collection agencies;</li> <li>b) the removal of any criminal or civil judgements wrongly entered against <b>you</b>;</li> <li>c) challenging the accuracy or completeness of any information in a consumer credit report.</li> </ul> <p>6. Charges incurred for travel, long distance telephone calls to retail merchants, police, financial institutions or similar credit grantors or credit reference agencies to report or discuss an actual <b>identity theft</b>.</p>	

### Conditions applicable to Section F

If you discover you are a victim of an occurrence of **identity theft**, contact us immediately and we will help you with advice on what you need to do.

If you make a claim for lost wages, we will ask you to submit proof from your employer that you took unpaid days off. You must also provide proof that it was necessary to take time away from work.

You must also;

- a) send copies of any demand, notices, summonses, complaints, or legal papers received in connection with a covered loss;
- b) take all reasonable and prudent action to prevent further damage to your identity;
- c) make the claim no later than 6 (six) months from expiration date of this policy.

### Section G – Disaster mortgage and disaster cash cover

This subsection is applicable to the primary residence and only if Buildings Cover on that primary residence is covered under this policy.

This coverage is in excess of any other insurance in force.

#### Definitions applicable to this Section:

**Monthly mortgage amount** means the amount normally payable monthly to your mortgage lender, including interest charge(s) and insurance charges(s) scheduled to be paid by you after the date of loss. The **monthly mortgage amount** does not include penalties or other charges not normally included in your monthly mortgage amount that are incurred by you prior to the date of loss.

**Permanently Uninhabitable** means your premises, by reason of an event, is made unfit for use as a residence and cannot be made fit for use as a residence by corrective action due to:

- 1) condemnation of the land on which your property exists, which permanently prohibits rebuilding or reconstruction. The land must be condemned by statutory or common law, ordinance, rule or regulation or judicial or administrative order or decision;

- 2) movement of the land on which **your** property exists, which makes the land permanently unfit for rebuilding or reconstruction as determined by statutory or common law, ordinance, rule or regulation or judicial or administrative order or decision.

**Temporarily Uninhabitable** means **your** premises, by reason of an insured peril, is made unfit for use as a residence for a period in excess of seventy-two (72) consecutive hours, but can be made fit for use as a residence by corrective action.

The Cover (what is insured)	Exclusions (what is not insured)
<ol style="list-style-type: none"> <li>1. We will pay <b>you</b> the sum equivalent to <b>your monthly mortgage amount</b> if a covered loss renders <b>your</b> primary residence <b>temporarily uninhabitable</b> for a period exceeding 72 hours following the event. We will make monthly payments for up to a maximum of 6 months until your primary residence is made habitable again by repair, restoration or reconstruction. No payment will be made until <b>your</b> premises are uninhabitable and vacated for seventy-two (72) consecutive hours.</li> <li>2. We will also pay the <b>excess</b> on <b>your</b> primary household policy, listed on the policy schedule, when <b>you</b> receive payment for a covered loss, if that covered loss renders <b>your</b> primary residence uninhabitable for a period exceeding seventy-two (72) hours following the event. This <b>excess</b> reimbursement is limited to no more than twice per <b>period of insurance</b>.</li> </ol>	<ul style="list-style-type: none"> <li>• Any residence that is not <b>your</b> primary residence and not occupied by <b>you</b>.</li> <li>• No cover applies where the property is permanently uninhabitable as defined above.</li> <li>• Loss or damage caused by an uninsured peril.</li> <li>• Any penalties or other charges not normally included in <b>your</b> monthly mortgage repayment that are incurred by <b>you</b> prior</li> </ul>

## Conditions applicable to this Section

### A. Basis of Settlement

For the first month of a covered loss, payment will be calculated at the rate of 1/30th of the **monthly mortgage amount** for each day of the first month **your** premises is uninhabitable. After the first month of a covered loss, payment will be **your monthly mortgage amount** for each month or portion of a month **your** premises is uninhabitable.

If repair, reconstruction or restoration work starts within 60 days of the date of a covered loss and continues on a regular basis, we will pay **your monthly mortgage amount** scheduled for a period of time usually and customarily required to complete the repair, reconstruction or restoration. Under no circumstances will we pay more than 6 months of **monthly mortgage amounts**.

If repair reconstruction or restoration work on **your** home is commenced within 60 days after a loss, but the work is interrupted for a period of 30 days or more, the payments provided by this policy will be suspended until the month in which the work is resumed. A work interruption of six months or more will terminate this coverage, and no further **monthly mortgage payment** will be made.

**B. Termination of Cover**

Cover provided by this section will terminate on the earliest of the following:

1. **You** mortgage loan is paid in full.
2. **You** are no longer legally obligated to repay the loan.
3. **You** no longer have ownership interest in the property which secures the loan.
4. Any premium due from **you** to **us** remains unpaid for more than 31 days.

## Policy conditions

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

1. **You** shall take all responsible steps to prevent loss, damage or accident and maintain the **buildings** in a good state of repair.
2. **We** have the right to cancel the policy or any section or part of it by giving 14 days notice in writing by registered letter to **your** last known address.
3. If **you** or anyone acting on behalf of **you** makes a claim under the policy knowing the claim to be false, **we** will not pay the claim and all cover under the policy will cease.
4. Any difference arising between **our** Company and **you**, the insured, or any claimant under this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decisions of two Arbitrators, one to be appointed in writing by each of the parties or in case of disagreement of the Arbitrators, of an Umpire to be appointed by them in writing before entering upon the references who shall sit and preside at their meetings and the obtaining of an award of such Arbitrator. The Arbitrator or Umpire shall be a condition precedent to any liability of **us** or any right of action against **us** in respect of such difference, and **we** shall not be liable in respect of any such claim unless such claim shall in the meantime have been referred to arbitration.
5. **You** must advise **us** of any changes of circumstances after the start of the insurance which increases the risk of loss, injury or damage or which might otherwise affect this policy.
6. Upon learning of a claim or any circumstances likely to give rise to a claim as a condition precedent to any liability on **our** part **you** must:
  - a) advise **us** as soon as reasonably possible but immediately if there is riot damage;
  - b) give **us** all the help and information that **we** may reasonably require, including entrance to the **buildings** and/or access to the **contents** as needed;
  - c) immediately advise the police if loss or damage is caused by theft, attempted theft, malicious people, vandals, riot, civil commotion, labour or political disturbance;
  - d) immediately send to **us** any writ or summons or other communications **you** receive;
  - e) give full details in writing within 30 days of the **incident** together with any supporting evidence that **we** require.
7. **We** have the right to the salvage of any property.
8. **You** must not admit, deny, negotiate or settle a claim without **our** written consent.
9. **We** are entitled to:
  - a) take the benefit of **your** rights against another person before or after **we** have paid a claim;
  - b) take over the defence or settlement of a claim against **you** by another person.

10. If at any time of any accident which results in a claim under the policy there is any other insurance covering the same damage or liability or any part of it, **we** will only pay **our** rateable proportion of the claim.
11. In the event of more than one location being specified in the schedule the limitations shall apply as if each location had been insured by a separate policy.
12. **We** may extend or broaden the cover provided by this policy. If **we** do this during the **period of insurance** or within 60 days before the **period of insurance** commences without increasing the premium, then the extended or broadened cover will apply to an **occurrence** after the effective date of the extended or broadened cover.
13. **Your** household policy may be subject to a No Claims Discount. Any applicable No Claims Discount will be indicated on the schedule. In the event of a claim, any applicable No Claims Discount may be reduced to zero by **us** at any subsequent renewal date.

## Policy exclusions

This insurance does not cover:

1. Any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear components.
4. 'Fungi', Wet or Dry Rot, or Bacteria, meaning the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot or bacteria. Whenever **fungi**, wet or dry rot, or bacteria occur, the **fungi**, wet or dry rot, or bacteria and any resulting loss **is always excluded under this policy, however caused**. In addition, there is no coverage to test for, monitor, clean up, remove, remediate, contain, tread, de-toxify, neutralize, or in any way respond to or access the effects of, **fungi**, wet or dry rot, or bacteria.
5. Notwithstanding any provision to the contrary within this insurance or any **endorsement** thereto, **we** shall not be liable in respect of liability, loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition by or under the order of any Government or public or local authority;
  - b) any act of terrorism (where an 'act of terrorism' means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear).

This excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If **we** allege that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. In the event of conflict between this clause and the war risk exclusion contained in 1. above, the wording of this clause shall prevail.



**Operative endorsements are referred to by number in the schedule.**

**HH3 – Intruder Alarm (Non- Warranty)**

In consideration of the insured having an Intruder Alarm System fitted to the property insured by this policy, a discount is allowed on the first and annual premiums under Section A and B of this policy (as applicable).

It is agreed that the insured shall use his best endeavours to ensure that at all times when the property is unattended the Intruder Alarm shall be left in operation.

**HH4 – Intruder Alarm connected to Central Station (Non – Warranty)**

In consideration of the insured having an Intruder Alarm System fitted to the property insured by this policy and connected to a Central Station System by a Digital Dial Telephone Link, a discount is allowed on the first and annual premiums under Section A and B of this policy (as applicable).

It is agreed that the insured shall use his best endeavours to ensure that at all times when the property is unattended the Intruder Alarm shall be left in operation.

**HH1 – Intruder Alarm (Warranty)**

In consideration of the insured having an Intruder Alarm fitted to the property insured by this policy, a discount is allowed on the first and annual premiums under Sections A and B of this policy (as applicable).

It is agreed that all times when the property is unattended the Intruder Alarms must be left in operation. If **you** do not comply with this requirement, **we** will not pay the first €750 of each incident of loss or damage by stealing or attempted stealing.

**HH2 – Intruder Alarm connected to Central Station (Warranty)**

In consideration of the insured having an Intruder Alarm System fitted to the property insured by this policy and connected to a Central Station System by a Digital Dial Telephone Link, a discount is allowed on the first and annual premiums under Section A and B of this policy (as applicable).

It is agreed that the Alarm System shall be maintained by the installing engineers during the currency of this policy and that at all times when the property is unattended the Intruder Alarms must be left in operation. If **you** do not comply with this requirement, **we** will not pay the first €750 of each **incident** of loss or damage by stealing or attempted stealing.

**HH5 – Smoke Detectors**

In consideration of the insured having two smoke detectors fitted to the property insured by this policy, a discount is allowed on the first and annual premiums under Sections A and B of this policy (as applicable).

**HH6 – Occupation of the property as Offices**

It is noted that the property insured by this policy is partly occupied as Offices in connection with the insured's business as declared to **us**, but it is agreed that the cover provided by Section B of this policy does not extend to cover Office machinery nor will the Liability Sections of this policy extend to include any liability arising from the exercise of any trade, profession or business by any person entitled to indemnity hereunder.

#### **HH7 – Rented Property**

It is noted that the property insured by this policy is let to tenants and it is agreed that the sum insured under Section B of this policy is limited to **contents**, the property of the insured and does not extend to include the property of occupiers of the property. Furthermore, the risk of larceny is excluded from the cover provided and in addition, **accidental damage** caused by tenants shall not constitute a loss under this policy.

#### **HH8 – Mortgagees Clause**

The interest of the mortgagee shall not be prejudiced by an act or negligence by **you, your household** or any tenant that increases the danger of damage without the authority or knowledge of the mortgagee, provided that the mortgagee as soon as reasonably possible after becoming aware of the danger shall give notice to **us** and pay an additional premium if required.

#### **HH9 – Increased Excess – Buildings and Contents**

It is agreed that the €200 **excess** stated in the policy Sections A & B is increased to the amount as stated in the schedule.

#### **HH10 – Increased Excess – Accidental Damage**

It is agreed that the €200 **excess** stated in the policy sub-sections headed 'Accidental Damage' is increased to €500.

#### **HH11 – Increased Excess – Water Peril**

It is agreed that the €500 **excess** stated in the policy Sections A & B is increased to €800 only in respect of sub-section 5 of Section A – Buildings and sub-section 4 of Section B – Contents.

#### **HH12 – Increased Excess – (Flood)**

It is agreed that for the peril of Flood only (noted in sub-section 3 of Section A and sub-section 2 of Section B) the **excess** is increased to the amount stated in the schedule. Furthermore, the **excess** is increased, to the amount stated in the schedule, for any **accidental damage** loss, if associated with the peril of Flood only.

#### **HH13 – Special Security Precaution for Jewellery**

It is a condition of **your** policy that all items of jewellery valued in excess of €10,000 are kept in a locked safe when not in the personal custody of an adult.

#### **HH14 – Property used partly for Business Purposes, other than a Home Office**

The property is partly occupied in connection with **your** business as disclosed to **us**. Within that portion of the property, no cover is provided for **money** or **high value items** and **accidental damage** to **contents** is not included (whether indicated or not on the schedule).

The insurance provided for stealing or attempted stealing of **contents**, only applies if accompanied by violent and forcible entry or exit and is subject otherwise to the terms, limitations and exceptions specified in this policy.

The exclusion regarding 'profession, trade or business' referred to under LEGAL LIABILITY TO THE PUBLIC does not apply to **your** business as disclosed but, **we** will not insure **you** for any amount which **you** might become legally liable to pay for death, injury, illness or loss or damage caused by remedial, professional or other advice or treatment other than medical first aid treatment given or administered or omitted by **you**, or by any of **your** servants, employees or agents.

#### **HH15 – Holiday Home**

The premises are occupied as a Holiday Home. Whenever **you** are not in residence it is a condition of **your** policy that:

- a. Contents will exclude **money** and will exclude subsection 6 and subsection 7 of section B – Contents, this condition applies when the property has been left unoccupied for more than 30 consecutive days;
- b. a responsible person is appointed to supervise and regularly check the premises, this condition applies whenever you are not in residence;
- c. the electricity, gas and water are turned off at the mains and the water system is drained. This condition shall not apply if the central heating system is set to automatically come into use daily by means of a time switch with the thermostat set to a minimum temperature of 55 degrees Fahrenheit and the loft hatch/door left open where fitted. (This condition applies between the months of October to March inclusive).

#### **HH16 – Fire Cover Only**

The Insurance provided by **your** policy is hereby limited to – ‘Fire, Explosion, Lightning, and Earthquake’. No other insurance is provided by **your** policy.

#### **HH17 – Paying guests up to six**

It is agreed that the policy cover is extended to permit not more than six short term **paying guests** at any one time to reside in the private residence. Whilst **paying guests** are in residence, the risk of larceny is excluded from cover. In addition, the cover provided by this policy does not extend to cover the property of such **paying guests** and excludes any liability for consumption on or off the premises of food or drink.

#### **HH18 – Jewellery settings**

It is a condition of All Risks cover that the settings of any item of jewellery valued in excess of €10,000 is checked by a jeweller at least once every two years.

#### **HH19 – Increased Excess – Stealing and attempted stealing**

It is agreed that the €200 **excess** stated in the policy Sections A & B is increased to €1,000 only in respect of sub-section 7 of Section A – Buildings and sub-section 6 of Section B – Contents.

## Complaints Procedure

Both Zurich and Halligan Insurances care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, you should firstly direct your complaint to Halligan Insurances on 01 8797100.

If the complaint is not resolved to your satisfaction, you should write to:  
The Chief Executive Officer, Zurich Insurance, PO Box 78, Wexford.

Alternatively, you may wish to contact:

- i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Lo-Call: 1890 88 20 90.
- ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77.
- iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

## Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Insurance Ireland's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by e-mail, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please e-mail [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie) or write to us at the address below if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to us at:  
Data Protection Officer, Zurich Insurance, PO Box 78, Wexford.

To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website [www.zurichinsurance.ie](http://www.zurichinsurance.ie) or requested by writing to:

**Data Protection Officer, Zurich Insurance, PO Box 78, Wexford.**

Alternatively, you can e-mail [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)





**Halligan Insurances**

Unity Buildings, 16/17 Lower O'Connell Street, Dublin 1.  
Telephone: 01 879 7100 Fax: 01 873 1978 Website: [www.halligan.ie](http://www.halligan.ie)  
Halligan Life & Pension Ltd t/a Halligan Insurances is regulated by the Central Bank of Ireland.

**Zurich Insurance**

PO Box 78, Wexford, Ireland.  
Telephone: 01 667 0666 Fax: 01 667 0644  
Zurich Insurance plc is regulated by the Central Bank of Ireland.  
Website: [www.zurichinsurance.ie](http://www.zurichinsurance.ie)

