



Home Cover Policy

Sept 2021 | DHC001 - 09/2021



Useful Contact Numbers

AIG Helpline Services:

24/7 Home Claims Notification - **01 859 9700**

Customer Service Team - **1890 27 27 27**

Opening Hours: Monday to Friday, 9am to 6pm.

Find a Local Repairer 24/7 - **1850 924 012**

ARAG Helpline Services:

Legal Advice Service: **1850 670 747**

Opening Hours: 24/7

Identity Theft Service: **1890 252 922**

Opening Hours: Mon-Fri (9am to 5pm)

Counselling Service: **1850 670 407**

Opening Hours: 24/7

Health & Medical Information: **1890 254 164**

Opening Hours: 7pm to 9am

Excess amounts

- Policy Excess amounts: Buildings & Contents €250 (excess of €1,000 applies to Water or Subsidence damage claims).
- Family Legal Protection Cover Excess amount: €350 for any legal nuisance or trespass events.

No Policy Excess amount for the following claims:

- Loss of Freezer Contents - Up to €1,000
- Fraudulent Use of Money Cards - Up to €1,000 (Plus) or €3,000 (Premium)
- Preparing new Title Deeds - Up to €750
- Loss or damage to Visitors' Property - Up to €1,000 (Plus) or €3,000 (Premium)
- Fire Brigade Charges - Up to €1,500 (Plus) or €2,000 (Premium)
- Liability incidents

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Introduction to Your AIG Home Cover Policy

Welcome to Your AIG Home Cover Policy and thank You for arranging Your Home cover with Us.

Important Information

This is Your Home Cover policy. It is a contract of insurance between You and Us, AIG Europe S.A., and is made up of this policy wording, Your Home Cover Schedule and Your Completed Application Form. Please read these documents carefully.

Your Completed Application Form is based on all of the information You have provided to Us. Please check this information carefully and let Us know immediately if any part of this information is not correct.

Your Policy Cover Level

Our Home Cover Policy comes with two levels of cover:

- Plus
- Premium

Your Home Cover Schedule will indicate which cover option You have selected. You should read this Home Cover Policy wording and Your Home

Cover Schedule together. Please check these documents carefully to make sure they give You the cover You want. Throughout the body text of this policy wording, **cover limits** are bolded.

Cooling-Off Period

You have 14 days from the start date of the policy to write to Us at the address shown at the bottom of Your cover confirmation letter if You want to cancel Your Home Cover Policy. This is known as a cooling-off period. If You cancel Your Home Cover Policy during this period of time, provided You have not made a claim, We will refund Your premium. However, You will be charged with a pro-rata premium for the period on risk, during the cooling-off period.

Your Pre-contractual duty of disclosure

You must answer all questions contained in Your application form honestly and with reasonable care. This includes the answers and/or

information to any prior application form or Statement of Fact supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in the Completed Application Form and the Statement of Fact the most recent answers and information supplied in the Completed Application Form will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section, which you should read carefully .

The answers you provide are the basis upon which an insurance cover quotation will be offered or refused.

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate, incorrect or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by you on your policy.

The Impact of any Misrepresentation by you, is as follows:

(a) Innocent Misrepresentation:

Where you have answered all questions in your application form honestly and with reasonable care but where you made an innocent

misrepresentation (that is, one that is neither negligent nor fraudulent) we will pay any covered claim event subject to the terms and conditions of your policy.

(b) Negligent Misrepresentation:

If you make a negligent misrepresentation or fail to take reasonable care in completing your application form your cover may not fully operate and in the event of a claim we will exercise one of the following remedies:

- (a) If knowing the full details we would not have entered into the insurance contract, we may avoid the contract, refuse all claims and return any premiums paid by you.
- (b) If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.
- (c) If we would have entered into the insurance contract but have charged a higher premium, we may reduce proportionately the amount to be paid on your claim.
- (d) Where there is no outstanding claim under the insurance contract, we may either:
 - (i) give notice to you that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to you.

(c) Fraudulent Misrepresentation:

If you make a fraudulent misrepresentation or where any conduct by you involves fraud of any kind we shall be entitled to avoid the contract of insurance and refuse any claims.

Inflation Protection

To protect You against the effects of inflation, Your Buildings and Contents Sum Insured, may be increased in line with an appropriate index* when Your policy falls due for renewal. If We do increase Your sums insured at renewal time, We will inform You.

*For Buildings, We will consult both the House Rebuilding Cost Index prepared by the Department of the Environment - <http://www.environ.ie/> and the latest guide to house rebuilding costs issued by the Society of Chartered Surveyors Ireland - <http://www.scsi.ie/>. *For Contents, We will consult relevant sections of the Consumer Price Index prepared by the Central Statistics Office - <http://www.cso.ie/>.

Contract of Insurance

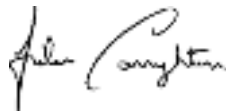
This home cover policy, which includes and shall be read as one document with Your Home Cover Schedule, Endorsements and Your Completed Application Form, evidences a contract of insurance between You and Us.

Provided You have paid or agreed to pay the premium, We will, subject to the terms, conditions, limitations and

exclusions of this policy, provide the insurance cover as described in the following pages for those sections of the Home Cover policy You have chosen. You agree to keep to the conditions of the policy.

Thank You for choosing AIG

Signed for and on behalf of
AIG Europe S.A.



Aidan Connaughton
General Manager, AIG Europe S.A

Additional Information You Need to be Aware of

Governing Law

This Policy is governed by the laws of the Republic of Ireland and any dispute arising from its interpretation will be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

Insurer

The insurer with which Your Home Cover contract will be concluded is AIG Europe S.A.

Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

ARAG Family Legal Protection

Your AIG Home Cover Policy automatically includes Family Legal Protection from ARAG Legal Protection Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland

number 639625, and is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, a Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

The helpline services available to you by ARAG Legal Protection Limited are listed on page 20.

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 (or future amendments thereto)

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999, as amended.

AIG Europe S.A. wants to give **you** the best possible service. If **you** feel **you** have cause for complaint **you** should contact:

The Customer Complaints Officer
AIG Europe S.A., 30 North Wall
Quay, IFSC, Dublin 1, D01 R8H7.
Phone: +353 1 208 1400
E-mail:
customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents **us** from doing so, in which case the complainant will be informed).

At any stage **you** may contact any of the following:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC, Dublin 1, D01 E7E8.
Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail:
feedback@insuranceireland.eu
Website:
<http://www.insuranceireland.eu>

Financial Services and Pensions
Ombudsman
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2, D02 VH29.
Phone: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>: or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the

following link:

<http://ec.europa.eu/consumers/odr/>

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

How We Use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why –

Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided

by you or that we obtain in connection with our relationship with you.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Opt-Out

To opt-out of any marketing communications that we may send you, contact us by e-mail at: postmaster.ie@aig.com or by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1. If you opt-out we may still

send you other important service and administration communications relating to the services.

Sharing of Personal Information -

For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be

transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information –

Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct

inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

PRIVACY STATEMENT (Family Legal Protection)

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information
ARAG may be required to collect

certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625, and is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, a Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

Your Family Legal Protection Cover

Provided by ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the insurer, ARAG Insurance Company Limited.



Welcome To Your Family
Legal Protection Cover



Your **AIG Home Cover Policy** incorporates ARAG Family Legal Protection. You are now protected by Europe's leading legal expenses insurer. To make sure you get the most from your ARAG cover, please take time to read this section which explains the contract between you and ARAG.

How ARAG Can Help

To make a claim under your policy, please write to the ARAG Claims Department at the following address: Claims Department, ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.

Please include your **AIG Home Cover policy number** when you write to ARAG.

Once you have sent ARAG details of your claim and your dispute needs to be dealt with as a claim under this policy, ARAG will give you a claim reference number. At this point ARAG will not be able to tell you whether you are covered but they will pass the information you give them to their claims-handling teams and explain what to do next.

You can phone ARAG between the times shown under **HELPLINE SERVICES** on page 20 of the policy on 1850 670 747 if you require advice on any personal legal problem

subject to the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

When ARAG Cannot Help

Please do not ask for help from a lawyer, accountant or anyone else before ARAG have agreed. If you do, ARAG will not pay the costs involved even if ARAG accept the claim.

Problems

ARAG will always try to give you a quality service. If you think ARAG have let you down, please write to their Operations Manager at:

ARAG Legal Protection Limited,
Europa House, Harcourt Centre,
Harcourt Street, Dublin 2, D02 WR20.

You can also phone ARAG during standard office hours on 01 670 7470 or email ARAG at customerrelations@arag.ie

Details of ARAG internal complaint-handling procedures are available on request.

If you are still not satisfied, you can contact the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02VH29. You can also contact them on 1890 882 090. Website: www.fspo.ie. (Using this service does not affect your right to take legal action.)

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

THE MEANING OF WORDS IN YOUR FAMILY LEGAL PROTECTION SECTION OF YOUR HOME COVER

ARAG

ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **insurer**, ARAG Insurance Company Limited.

You, Your

The person who has taken out the policy.

Insured Person

You, and any member of your family who always lives with you. Anyone claiming under this policy must have your agreement to claim.

Insurer

ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

Representative

The lawyer, accountant or other suitably qualified person whom ARAG appoint to act for an insured person in accordance with the terms of this policy.

Period of insurance

The period for which ARAG have agreed to cover an insured person. Please refer to Your AIG Home Cover Schedule.

Date of occurrence

- (a) For civil cases, the date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.
- (b) For criminal cases, the date of occurrence is when the insured person began, or is alleged to have begun, to break the criminal law in question.
- (c) For insured incident 7 TAX PROTECTION, the date of occurrence is when the Revenue Commissioner first notifies the insured person in writing of their intention to make an enquiry.

Identity Theft

The theft or unauthorised use of an insured person's personal identification which has resulted in the unlawful use of their identity.

Revenue Audit

An examination by the Revenue Commissioners of an insured person's self-assessment return for income tax or capital gains tax.

Costs and Expenses

- (a) Accountants costs – All reasonable and necessary costs chargeable by the representative.
- (b) Attendance expenses – The insured person's net salary or wages for the time that the insured person is off work. ARAG will pay for each half or whole day that the court, tribunal or the insured person's employer will not pay for. The amount ARAG will pay is based on the following:
 - The time the insured person is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
 - If the insured person works full time, the salary or wages for each day equals 1/250th of the insured person's yearly salary or wages;
 - If the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages;
 - If the insured person is self-employed, ARAG will pay net salary or wages that the insured person draws from the business to cover their own personal cost-of-living expenses.
- (c) Communication costs – Costs of phone calls, faxes, or postage incurred by the insured person to communicate with the Gardaí,

credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

- (d) Legal Costs – All reasonable and necessary costs changed by the representative on a party/party basis. For INSURED INCIDENT 3 BODILY INJURY, ARAG will initially pay the application fee required by the Personal Injuries Assessment Board (PIAB).
- (e) Opponents costs – The costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with ARAG's agreement.

Countries Covered

For INSURED INCIDENTS 1 CONTRACT DISPUTES and 3 BODILY INJURY – The European Union, the UK, the Isle of man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents – The Republic of Ireland.

COVER

ARAG agrees to provide the insurance in this policy, as long as:

- (a) the premium has been paid; and
- (b) the date of occurrence of the insured incident is during the period of insurance; and

- (c) any legal proceedings will be dealt with by a court, or other body which ARAG agree to, in the territorial limit; and
- (d) for civil claims, it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which ARAG have agreed to) or make a successful defence.

WHAT THE INSURER WILL PAY

- 1
 - (a) For all INSURED INCIDENTS under this policy, the insurer will pay legal costs and opponents costs;
 - (b) for INSURED INCIDENT 3 BODILY INJURY claims, the insurer will pay the application fee required by the Personal Injuries Assessment Board (PIAB);
 - (c) for INSURED INCIDENT 7 TAX PROTECTION, the insurer will pay accountants' costs;
 - (d) for INSURED INCIDENT 8 JURY SERVICE AND COURT ATTENDANCE, the insurer will pay attendance expenses;
 - (e) for INSURED INCIDENT 2 IDENTITY THEFT, the insurer will pay communication costs.
- 2 For all insured incidents the insurer will pay costs and expenses to make or defend against an appeal as long as the insured person tells ARAG within the statutory time limits allowed that they want ARAG to appeal. Before the insurer pay

the costs and expenses for appeals, ARAG must agree that it is always more likely than not that the appeal will be successful.

- 3 The most ARAG will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is **€65,000**.

INSURED INCIDENTS ARAG WILL COVER

1 CONTRACT DISPUTES

ARAG will negotiate for an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured has entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

- (i) *the insured person has entered into the agreement or alleged agreement during the period of insurance; and*
- (ii) *the amount in dispute is more than €150.*

What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding an insured person's trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending

any building where the contract value exceeds **€7,500** (including VAT);

- (3) the settlement payable under an insurance policy (ARAG will negotiate if an insured person's insurer refuses their claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, ARAG will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

2 IDENTITY THEFT

Identity theft support service

Following a call to the identity theft helpline, ARAG will help restore an insured person's identity and credit status if they have become a victim of identity theft. ARAG will assign a personal case worker who will provide phone advice to help regain an insured person's identity.

Legal costs

Following an insured person's identity theft:

- (1) The insurer will pay legal costs to reinstate an insured person's identity including costs for the

signing of statutory declarations or similar documents;

- (2) ARAG will negotiate for an insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft;
- (3) ARAG will pay loan rejection fees and any re-application administration fee for a loan when an insured person's original application has been rejected.

Provided that;

- (i) *the insured person files a Garda report and notifies banks and building societies as soon as possible; and*
- (ii) *the insured person tells ARAG if they have previously suffered identity theft and;*
- (iii) *the insured person takes all reasonable action to prevent continued unauthorised use of their identity.*

What is not covered under Identity theft

- (1) Fraud committed by another insured person under this policy.
- (2) Losses arising from an insured person's business activities.

3 BODILY INJURY

ARAG will negotiate for an insured person's legal rights in a claim against a party who causes the death of, or bodily injury to, an insured person. This includes helping an insured person to

register their claim with the Personal Injuries Assessment Board (PIAB).

What is not covered under BODILY INJURY

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person.
- (3) Clinical negligence.
- (4) Defending an insured person's legal rights, but defending a counter-claim is covered.
- (5) The cost of obtaining a medical report when registering a claim with the PIAB.

4 CLINICAL NEGLIGENCE

ARAG will negotiate for an insured person's legal rights where it is alleged that accidental death or bodily injury to an insured person has resulted from a single negligent act of surgery, clinical or medical.

What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose the insured person's condition.
- (2) Psychological injury or mental illness that is not associated with an insured person having suffered physical bodily injury.

5 EMPLOYMENT DISPUTES

ARAG will negotiate for an insured person's legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

- (1) Employers disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury.

6 PROPERTY PROTECTION

ARAG will:

- (a) Negotiate for an insured person's legal rights in a civil action; and/or
- (b) arrange mediation (if appropriate);

for a dispute relating to material property (including the insured person's principal and holiday home) which is legally owned by an insured person, or for which an insured person is responsible, following:

- (1) an event which causes physical damage to such material property, provided that the amount in dispute is more than **€150**;
- (2) a legal nuisance (meaning any unlawful interference with an insured person's use or enjoyment of their land, or some right over, or in connection with it);
- (3) a trespass.

What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
 - (a) a contract entered into by an insured person;
 - (b) any building or land other than the insured person's principal or holiday home;
 - (c) someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental damage;
 - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
- (3) The first **€350** of any claim for legal nuisance or trespass. This is payable as soon as ARAG accept the claim.

7 TAX PROTECTION

In the event of a revenue commissioner's audit relating to an insured person's self-assessment tax return, ARAG will negotiate for an insured person, and represent them in any appeal proceedings.

What is not covered under TAX PROTECTION

- (1) A claim relating to an off shore account held by an insured person.
- (2) The tax affairs of a company, or any claim if the insured person is self-employed, or a sole-trader, or in a business partnership.
- (3) Any Revenue Commissioner's audit where the insured person has not submitted a self-assessment tax return.
- (4) Reviews conducted by the Revenue Commissioner's as part of its review programmes.

8 JURY SERVICE AND COURT ATTENDANCE

An insured person's absence from work:

- (a) to attend any court or tribunal at the request of the representative ; or
- (b) to perform jury service; or
- (c) to carry out activities specified by the identity theft support service under INSURED INCIDENT 2 IDENTITY THEFT.

9 LEGAL DEFENCE

- (1) ARAG will defend an insured person's legal rights if an event arising from an insured person's work as an employee leads to:
 - (a) an insured person being prosecuted; or
 - (b) civil action being taken

against an insured person under legislation for unlawful discrimination.

- (2) ARAG will defend an insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by an insured person for which the insured person does not have valid motor insurance.

WHAT IS NOT COVERED BY THIS SECTION OF YOUR HOME COVER

- 1 A claim where the insured person has failed to notify ARAG of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that ARAG have agreed to) or of making a successful defence.
- 2 An incident or matter arising before the start of this policy.
- 3 Costs and expenses incurred before ARAG's written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or

- other authority.
- 5 A claim intentionally brought about by an insured person.
 - 6 A legal action that an insured person takes which ARAG or the representative have not agreed to, or where an insured person does anything that hinders ARAG or the representative.
 - 7 A claim relating to written or verbal remarks which damage an insured person's reputation.
 - 8 A dispute with ARAG not otherwise dealt with under Condition 7.
 - 9 Apart from ARAG, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
 - 10 Costs and expenses arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
 - 11 A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the insured person.
 - 12 A claim caused by, contributed to or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether it was declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

CONDITIONS WHICH APPLY TO THIS SECTION OF YOUR HOME COVER

- 1 An insured person must:
 - (a) keep to the terms and conditions of this home cover section;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount the insurer has to pay as low as possible;
 - (d) send everything ARAG ask for in writing;
 - (e) give ARAG full truthful details by phone or in writing of any claim as soon as possible and give ARAG any information ARAG need.

- 2 (a) ARAG can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. ARAG can negotiate any claim on behalf of an insured person.
- (b) An insured person is free to choose a representative (by sending ARAG a suitably qualified person's name and address) if:
 - (i) ARAG agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - (ii) there is a conflict of interest.
- (c) In all circumstances except those in 2(b) above, ARAG are free to choose a representative.
- (d) Any representative will be appointed by ARAG to represent an insured person according to their standard terms of appointment. The representative must co-operate fully with ARAG at all times.
- (e) ARAG will have direct contact with the representative.
- (f) An insured person must co-operate fully with ARAG and the representative and must keep ARAG up to date with the progress of the claim.
- (g) An insured person must give the representative any instructions that ARAG ask for.
- 3 (a) An insured person must tell ARAG if anyone offers to settle a claim.
- (b) If an insured person does not accept a reasonable offer to settle a claim, ARAG may refuse to pay further costs and expenses.
- (c) ARAG may decide to pay the insured person the amount of damages that the insured person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
- 4 (a) An insured person must tell their representative to have costs and expenses taxed, assessed or audited, if ARAG ask for this.
- (b) An insured person must take every step to recover costs and expenses and PIAB application fee(s) that ARAG have to pay, and must pay ARAG any costs and expenses and PIAB application fee(s) that are recovered.
- 5 If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative, the cover ARAG

- provide will end at once and ARAG will be entitled to reclaim from you costs and expenses ARAG have paid.
- 6 If an insured person settles a claim or withdraws it without ARAG's agreement, or does not give suitable instructions to a representative, the cover ARAG provide will end at once and ARAG will be entitled to reclaim from you costs and expenses ARAG have paid.
 - 7 If there is a disagreement about the way ARAG handle a claim that is not resolved through their internal complaints procedure, the insured person can contact the Financial Services and Pensions Ombudsman for help.
 - 8 ARAG may, at their discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and ARAG, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that ARAG have agreed to) or make a successful defence, the insurer will pay the cost of obtaining the opinion.
 - 9 ARAG will not pay any claim covered under any other policy, or any claim that would have been

covered by any other policy if this policy did not exist.

- 10 This section of Your Home Cover policy will be governed by the laws of the Republic of Ireland.

HELPLINE SERVICES

ARAG are available to answer your call 24 hours a day, seven days a week during the period of insurance or as set out below. However, if you call outside of standard office hours, ARAG will take details of your call and arrange for someone to call you back at a time convenient to you. All helplines apply to the Republic of Ireland unless otherwise stated.

To help check and improve their service standards and for training, verification and quality purposes, ARAG record all calls, except those to the counselling service.

When phoning, please tell ARAG your AIG Home Cover policy number. Please do not phone ARAG to report a general insurance claim.

Legal Advice Service:

1850 670 747

ARAG will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

Opening Hours: 24/7

Identity Theft Service:

1890 252 922

ARAG will provide an insured person who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about identity theft.

The helpline is open 9am to 5pm, Monday to Friday.

N.B ARAG do not provide a call back service for this helpline if you call outside of the operating hours.

Health & Medical Information:

1890 254 164

ARAG will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health.

Between the hours of 7pm and 9am ARAG will take a message and one of their health and medical advisors will contact the insured person the next day or at an agreed time.

Counselling Service:

1850 670 407

ARAG will provide an insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

ARAG will not accept responsibility if the Helpline Services are unavailable for reasons ARAG cannot control.

Your Home Cover Policy Definitions

The following words shall have the same meaning wherever they appear in this Home Cover Policy wording.

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Buildings

The Buildings are made up of **two parts**, namely:

1. **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

2. 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;

all situate as stated on Your Home Cover Schedule on a site not exceeding **two acres** in area.

Completed Application Form

A precise record of the answers and/or information You provided to each of the specific questions asked by You at the pre-contractual stage of this contract of insurance, This includes the answers and/or information to any prior application form or Statement of Fact supplied to You which was previously completed and provided by You.

You must answer all of the questions on the *Completed Application Form* honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation

Computer Virus

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

Contents

Household goods, including fittings and fixtures, 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.

Overall limit for Contents of locked domestic outbuildings (other than Contents of secured garages built of standard construction) is **€3,000** in any one Period of Insurance.

Money is included up to a maximum of **€500**.

Any one High Value Item is covered for not more than **€3,000** or **5%** of the Contents Sum Insured (whichever is greatest). The total of these items is covered for not more than **33%** of the Contents Sum Insured, unless details have been advised to Us and are listed on Your Home Cover Schedule.

Your Contents Sum Insured includes an amount of **€3,000** in any Period of Insurance in respect of Home Office Equipment, excluding:

- Property otherwise insured;
- Motor vehicles, (other than mechanically propelled lawnmowers), water craft (other than canoes, rubber dinghies, sail boards, surf boards), caravans, trailers and aircraft or parts, keys or accessories of, on or in any of them;
- Animals and livestock;
- Deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.

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.

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, vapors, 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.

Home Cover Schedule

Sets out details of the insurance cover You have purchased.

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, which You or Your family own.

Incident

Any event that might lead to a claim.

Misrepresentation

Means any innocent, negligent or fraudulent answer(s) provided by the You to any question on the Completed Application Form.

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 Home Cover 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.

Policy Excess

The amount shown on Your Home Cover Schedule, of any loss You must pay Yourself, unless otherwise indicated within this policy wording.

Specified Items

Items that have been individually identified to Us and are shown on Your Home Cover Schedule.

Statement of Fact

means a precise record of the information previously supplied to Us by You or by the insurance broker on behalf of You and which information We will continue to rely upon and form the basis of the contract of insurance along with the information provided by You in the *Completed Application Form*.

Sum Insured

The most We will pay for claims resulting from an event insured.

Territorial Limits

Territorial Limits are defined as: The Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

Total Loss Claim

A claim which results in either Your Buildings and/or Contents being completely destroyed.

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.

We, Our, Us

AIG Europe S.A.,
30 North Wall Quay,
International Financial Services
Centre, Dublin 1, D01 R8H7.

You, Your

The person or people shown on Your Home Cover Schedule as 'the insured'.

All other definitions as detailed in the Policy.

Section 1 – Your Buildings Cover

We will cover You by payment (which may be in staged payments) or, at Our option, by reinstatement, replacement or repair, for loss or damage by any of the events insured listed in paragraphs numbered 1 to 12, to the Buildings, subject to the terms, limitations, exceptions and exclusions set out in this policy.

In the event of a loss in respect of Buildings, our maximum liability is limited to the Sums Insured stated on Your Home Cover Schedule or endorsed thereon, less the amount of the excess stated on Your Home Cover Schedule in respect of each loss, except where indicated within this policy wording.

WHAT YOUR POLICY COVERS (EVENTS INSURED) - LOSS, DESTRUCTION AND/OR DAMAGE CAUSED BY:

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

1. Fire, Explosion, Lightning, Earthquake and Thunderbolt

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.

2. Smoke

Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician;
- By smoke from fireplaces;
- By smog or from agricultural or industrial operations.

3. Storm or Flood

- To fences and gates, lawns, hedges, trees, shrubs and plants, except as a direct result of damage to the Private House by storm or flood;
- By frost;
- To roofs constructed with torch-on felt exceeding 10 years of age;
- To properties that have incurred flood damage in the past 10 years;

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

**4. Freezing, Escape or Overflow of
Water from within any Plumbing
or Heating system, Fixed Water
Apparatus or Fixed Domestic
Appliance.**

Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped.

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

- To properties where incorrect information has been given in relation to flood history.
- To properties built prior to 1920 unless replumbed in the last 20 years by a certified plumber;
- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the water escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration;
- Resulting from escape or overflow water from gutters;
- Caused by the gradual ingress of water from shower units and baths;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

Increased Policy Excess:

For this event insured, the standard policy excess amount is increased to **€1,000** for each and every loss incident.

WHAT YOUR POLICY COVERS (EVENTS INSURED) - LOSS, DESTRUCTION AND/OR DAMAGE CAUSED BY:

5. Escape or Overflow of Oil from within any Plumbing or Heating System or Fixed Domestic Appliance

Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped.

6. Stealing (or Attempted Stealing)

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- To any plumbing or heating system, fixed water apparatus or fixed domestic appliance from which the oil escapes;
- To any fixed water or heating installation due to wear and tear, rust or gradual deterioration;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- When any part of the Private House is lent, let, sub-let or accommodating paying guests unless involving entry or exit by forcible or violent means;
- Where incorrect alarm and security information has been provided.

Increased Policy Excess

(Where H2- **Burglar Alarm Clause** applies):

If at the time of a stealing (or attempted stealing) loss your burglar alarm is not switched on and in service the standard policy excess is increased to **€1,000** for each and every loss incident.

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

**7. Impact by Aircraft, Aerial
Devices or Articles Dropped
from them, Rail Vehicles,
Road Vehicles or Animals**

- To Buildings caused by animals owned by You or a member of Your Household

**8. Falling Trees and Branches
and/or External
Television/Radio Aerials,
Masts and Satellite Dishes**

- Caused by felling of trees or lopping of branches;
- To hedges and fences;
- Arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the policy.

**9. Riot, Civil Commotion,
Strikers, Locked-Out
Workers or Persons Taking
Part in Labour Disturbances**

- To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive ways, footpaths, swimming pools, lawns, trees, shrubs and plants.

**10. Malicious Damage and
Vandalism**

- (Other than by malicious fire and explosion):
- By any person lawfully on the premises or any person invited onto the premises by You or a member of Your Household;
 - While the Private House is Unfurnished;
 - Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
 - To boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.

**11. Subsidence or Heave of the
Site on Which the Private
House Stands or Landslip**

- To properties that have incurred subsidence damage in the past;
- To properties where incorrect information has been given in relation to subsidence history;

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

- Resulting from demolition, structural alteration or structural repair;
- Resulting from faulty workmanship, defective design, the use of defective materials, settlement of newly made up ground and coastal, lake or river erosion;
- To boundary walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the Private House is damaged at the same time by this cause;
- Resulting from the bedding down of any structure;
- To solid floor slabs or loss or damage resulting from the movement thereof unless the foundations beneath the external walls of the Private House are damaged by the same cause and at the same time;
- Resulting from tunnelling work;
- Should You retain any experts or contractors other than those carrying out emergency works without Our express consent. The engagement of these experts or contractors will at all times be subject to Our approval, and We reserve the right to select experts from Our own panel.

Increased Policy Excess:

For this event insured, the standard policy excess amount is **€1,000** for each and every loss incident.

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

**12. Accidental Damage (but only if
indicated as covered on the
Schedule)**

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

- To the Buildings other than to the Private House;
- To any part of the Private House which is loaned, let, sub-let, or accommodating paying guests;
- By settlement and shrinkage;
- Caused by animals owned or in the care custody or control of You or members of Your Household;
- Caused by scratching, abrading or denting;
- Caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them;
- To pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used;
- To photographic, television, radio or 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;
- To records, audio, video or computer discs, tapes or cassettes;
- As a result of tree root action; which comes within the terms of any exclusion or limitation set out in this policy wording including, but not limited to, paragraphs 1 to 11 of this section.

Your Buildings Cover Also Includes

Alternative Accommodation

We will pay for:

1. Reasonable additional expenses necessarily incurred by You, with Our consent, for alternative comparable accommodation for You and members of Your Household;
2. Loss of rent due to You;
3. Up to two years ground rent if You are liable;
4. Rent which continues to be payable by You;

as a result of the Buildings being rendered uninhabitable following damage by an insured cause.

The expense is limited to the period necessary for reinstatement and the total amount payable is limited to **15%** of the Buildings Sum Insured.

Debris Removal Costs

We will pay for the cost of debris removal, demolition and/or shoring up costs necessarily incurred with Our consent following loss or damage to the Buildings by an insured cause.

Architects/Surveyors Fees

Architects/surveyors and legal fees necessarily and reasonably incurred, with Our consent in the reinstatement of the Buildings following loss or damage to the Buildings by an

insured cause but excluding fees incurred in the preparation or presentation of any claim. In addition We are not liable for the fees of any public loss assessors You may decide to engage.

Reinstatement of Sum Insured After Loss

The Sums Insured will not be reduced by the amount of any loss.

Public Authorities Requirements Costs

We will pay the cost of complying with any government, local authority, building or other regulation to the extent that these apply to parts of the Buildings damaged by an insured cause (but not where notice has been served on You prior to the occurrence of the loss or damage or where We were not advised that the property to be insured is a listed property or a protected structure).

Purchaser's Interest

If You have contracted to sell the Buildings, the contracting purchaser will have, at Your request, the benefit of this Section up to the date of completion of the sale. This extension only applies if the Buildings is not otherwise insured and shall not prejudice Your or Our rights.

Service Pipes and Cables

We will cover You for accidental damage to service pipes and cables for which You are legally responsible. The total amount payable is limited to **5%** of the Buildings Sum Insured, however We will not cover damage as a result of root tree action.

If Home Plus is Shown on Your Home Cover Schedule the Following Covers are Included

WHAT YOUR POLICY ALSO COVERS (EVENTS INSURED):

Breakage of Glass and Sanitary Fittings

Accidental breakage of:

1. Fixed glass in doors, windows, skylights, fanlights and verandas;
2. Fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units, fixed glass in furniture, hobs and mirrors.

Clean Up Expenses

Vouched expenses incurred to clean up (but not to landscape), following escape of oil from any fixed domestic system or appliance will be paid, subject to a maximum amount of **€1,500** and provided no payment is made under Contents cover on this or any other insurance policy.

Door Locks Replacement

We will pay the cost of replacing external door locks and keys of Your Buildings, specified on Your Home Cover Schedule, where the keys of such locks have been stolen following a break-in at the Private House or following an assault on You or a member of Your Household for which You are insured.

The maximum amount payable will be **€750**.

No policy excess applies to this cover benefit.

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- While the Private House is Unfurnished or where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- To swimming pools, green houses or glasshouses any amount in excess of **€1,000** in respect of greenhouses or glass houses.
- While the Private House is Unfurnished or where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

**WHAT YOUR POLICY ALSO
COVERS
(EVENTS INSURED):**

Fire Brigade Charges

We will pay the cost of the charges made on You by a local authority (as permitted by legislation) for Fire Brigade attendance, as a result of any incident which is insured by Your policy. The maximum amount payable will be **€1,500**.

No policy excess applies to this cover benefit.

Satellite Dishes, Television/Radio Aerials and Masts

We will cover You for loss or damage to external satellite dishes, television/radio aerials and masts not exceeding 30 feet in height but subject to a maximum amount of **€1,500** any one loss.

Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Private House or in Your bank for safe-keeping. The maximum amount payable is **€750**.

No policy excess applies to this cover benefit.

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

If Home Premium is Shown on Your Home Cover Schedule the Following Covers are Included

The following additional covers and benefits only apply if Home Cover Premium is shown as operative on Your Home Cover Schedule and You have also selected Buildings cover.

These covers and benefits are in addition to those provided under Home Cover Plus.

Adaptation of Home Following Disability

We will pay the cost of adapting the Buildings for wheelchair access in the event that a member of the Household suffers disablement as a result of an accident occurring during the Period of Insurance, which requires them to use a wheelchair for mobility which will in all probability continue for the remainder of their natural life.

The maximum amount payable is **€10,000**.

No policy excess applies to this cover benefit.

Damage to Headstones

We will pay the cost of repairing and/or replacing headstones on the graves of Your parent, spouse or child following damage as a result of fire, lightning, storm, flood, malicious damage and/or stealing.

The maximum amount payable is **€1,000**.

No policy excess applies to this cover benefit.

Landscaping Cover

Vouched expenses incurred to landscape Your garden following damage as a result of storm or flood will be paid, subject to a maximum amount of **€1,000** provided the Private House is damaged at the same time by this storm or flood.

Increased Benefits

When You purchase Home Cover Premium, the increased benefits outlined below apply:

Description of Cover	Home Cover Plus Benefits	Home Cover Premium Benefits
Door locks replacement	€750	€1,000
Fire Brigade charges	€1,500	€2,000
Satellite dishes, TV/radio aerials and masts	€1,500	€2,000
Vouched clean up expenses following escape of oil	€1,500	€2,000

Your Buildings Cover also includes Your Legal Liability to Others as Owner of the Buildings

WHAT YOUR POLICY COVERS (EVENTS INSURED):

We will cover You against all sums which You shall become legally liable to pay as owner of the Buildings for accidents happening in or about the Buildings which result in:

1. Death, bodily injury or illness to any person other than:
 - (i) Members of Your Household;
 - (ii) Employees of You or of members of Your Household;
 - (iii) Paying Guests unless the use has been declared and the premium paid.
2. Accidental damage to property other than property belonging to or under the control of:
 - (i) You;
 - (ii) Members of Your Household;
 - (iii) Employees of You or of members of Your Household;
 - (iv) Paying Guests unless the use has been declared and the premium paid.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed **€3,000,000** inclusive of all legal fees and other expenses.

In the event of Your death We will, in respect of liability incurred by You, cover Your personal representatives in the terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the Policy insofar as they can apply.

YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- The ownership or use of any land or building other than the Buildings specified on Your Home Cover Schedule;
- The occupation of any land or building;
- The exercise of any profession, trade or business other than the provision of:
 - A child minding facility at the Buildings for not more than 2 children;
 - Accommodation for Paying Guests as detailed and subject to the limit set out within this policy wording or any amending Endorsement; (If the cover has been requested and premium paid)
- Any wilful or malicious act;
- Work of a construction or reconstruction nature or structural alterations or demolition;
- The transmission of any communicable disease;
- Any contract imposed on You, for which liability You would not otherwise have been under;

Section 2 – Your Contents Cover

We will cover You by payment (which may be in staged payments) or, at our option, by reinstatement, replacement or repair, for loss or damage by any of the events insured listed in paragraphs numbered 1 to 12, to the Contents, subject to the terms, limitations, exceptions and exclusions set out in this policy wording.

In the event of a loss in respect of Contents, our maximum liability is limited to the Sums Insured stated on Your Home Cover Schedule or endorsed thereon, less the amount of the excess stated on Your Home Cover Schedule in respect of each loss, except where indicated within this policy wording.

WHAT YOUR POLICY COVERS (EVENTS INSURED) - LOSS, DESTRUCTION AND/OR DAMAGE CAUSED BY:

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

1. Fire, Explosion, Lightning, Earthquake and Thunderbolt

- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.

2. Smoke

Meaning direct damage from smoke including the sudden and unusual operation of any domestic heater or domestic cooking appliance located within the Buildings.

- By smoke from fireplaces;
- By smog or from agricultural or industrial operations;
- To properties built prior to 1920 unless rewired in the last 20 years by a certified electrician.

3. Storm or Flood

- By frost;
- 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.

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

4. Freezing, Escape or Overflow of Water from within any Plumbing or Heating System, Fixed Water Apparatus or Fixed Domestic Appliance.

Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water, gas or heating installation from which water has escaped but only if no payment has been made under the Buildings cover of this or any other policy.

5. Escape or Overflow of Oil from within any Plumbing or Heating System or Fixed Domestic Appliance.

Trace and Access

We will pay up to a maximum of **€750** to remove or replace any part of the Buildings necessary to repair any fixed domestic water or heating installation from which oil has escaped but only if no payment has been made under the Buildings cover of this or any other policy.

6. Stealing (or Attempted Stealing)

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
- Resulting from escape or overflow water from gutters;
- Caused by the gradual ingress of water from shower units and baths;
- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber.

Increased Policy Excess:

For this event insured, the standard policy excess amount is increased to **€1,000** for each and every loss incident.

- To properties built prior to 1920 unless re-plumbed in the last 20 years by a certified plumber;
- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

**YOUR POLICY DOES NOT COVER
THE EXCESS AMOUNT(S) STATED
ON YOUR home cover SCHEDULE
OR LOSS OR DAMAGE:**

- When any part of the Private House is lent, let, sub-let or accommodating Paying Guests unless involving entry or exit by forcible or violent means;
- Where incorrect alarm and security information has been provided.

Increased Policy Excess

(Where H2- **Burglar Alarm Clause** applies):
If at the time of a stealing (or attempted stealing) loss your burglar alarm is not switched on and in service the standard policy excess is increased to **€1,000** for each and every loss incident.

7. Impact by Aircraft, Aerial Devices or Articles Dropped from them, Rail Vehicles, Road Vehicles or Animals

- To Contents caused by animals owned by You or a member of Your Household.

8. Falling Trees and Branches and/or External Television/Radio Aerials, Masts and Satellite Dishes

- Caused by felling of trees or lopping of branches;
- Arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.

9. Riot, Civil Commotion, Strikers, Locked-Out Workers or Persons Taking Part in Labour Disturbances

10. Malicious Damage and Vandalism

(Other than by malicious fire and explosion):

- By any person lawfully on the premises or any person invited onto the premises by You or a member of Your Household;
- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

**WHAT YOUR POLICY COVERS
(EVENTS INSURED) - LOSS,
DESTRUCTION AND/OR
DAMAGE CAUSED BY:**

**11. Subsidence or Heave of the Site
on Which the Private
House Stands or Landslip**

**YOUR POLICY DOES NOT
COVER THE EXCESS AMOUNT(S)
STATED ON YOUR home cover
SCHEDULE OR LOSS OR
DAMAGE:**

- To properties that have incurred subsidence damage in the past;
- To properties where incorrect information has been given in relation to subsidence history;
- To the Contents unless the Private House is damaged simultaneously.

**12. Accidental Damage (but only
if indicated as covered on Your
Schedule)**

- To the contents other than the contents of the Private House;
- By settlement and shrinkage;
- Caused by animals owned or in the care, custody or control of You or members of Your Household;
- Caused by scratching, abrading or denting;
- Caused by faulty workmanship, defective design, the use of defective materials or loss or damage resulting from them;
- To pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used;
- To photographic, television, radio or 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;
- To records, audio, video or computer discs, tapes or cassettes;
- As a result of tree root action;
- Which comes within the terms of any exclusion or limitation set out in this policy wording including, but not limited to, paragraphs 1 to 11 of this section.

Your Contents Cover Also Includes

Alternative Accommodation

We will pay for:

1. Reasonable additional expenses necessarily incurred by You, with Our consent, for alternative comparable accommodation for You and members of Your Household;
2. Loss of rent due to You;
3. Up to two years ground rent if You are liable;
4. Rent which continues to be payable by You;
5. The reasonable cost of temporary storage of Contents, as a result of the Buildings being rendered uninhabitable following damage by an insured cause.

The expense is limited to the period necessary for reinstatement and the total amount payable is limited to **15%** of the Contents Sums Insured.

Reinstatement of Sum Insured After Loss

The Sums Insured will not be reduced by the amount of any loss.

Liability as a Tenant (if applicable)

We will pay for all sums You become legally liable to pay as tenant, but not as owner, of the buildings following loss or damage:

1. By any of the causes listed at paragraphs 1 to 11, and paragraph 12 if indicated as covered in Your Schedule, of the Buildings section;
2. To fixed glass and sanitary ware;
3. To service pipes and cables.

The maximum amount We will pay is **20%** of the Contents Sum Insured in any one Period of Insurance.

If Home Plus is Shown on Your Home Cover Schedule the Following Covers are Included

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Audio and Audio Visual Equipment (applicable only if Accidental Damage to Contents is not included)

We will pay the cost of replacing or repairing Your television, video, stereo and hi-fi equipment and personal computers if they are accidentally damaged whilst in the Private House. The maximum We will pay in any one period of insurance is **€1,500**.

Breakage of Glass and Sanitary Fittings

Accidental breakage of fixed glass in furniture, hobs and mirrors.

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

- To records, audio, video or computer discs, compact discs, tapes or cassettes;
 - Caused by animals owned or in the care custody or control of You or members of Your Household;
 - To any equipment or item following breakdown, malfunction or misuse;
 - To any item or equipment designed to be portable whilst it is being moved, carried or transported;
 - While any item or equipment is being used professionally.
-
- To any item broken or cracked at the commencement of this insurance;
 - To swimming pools;
 - To any part of the Private House which is loaned, let, sub-let or accommodating Paying Guests;
 - While the Private House is Unfurnished;
 - Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage;
 - To hand mirrors.

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Christmas

The Contents Sum Insured is automatically increased by **10%** during the months of December and January.

Compensation for Death of Insured and/or Spouse

We will pay **€2,500** in the event of You or Your spouse's death by accident, as a result of:

1. Fire, explosion, lightning or assault by thieves at the Buildings;
2. Travelling as a passenger by train, bus, licensed taxi or hackney;
3. Assault in the street, where death occurs within three calendar months of such assault.

Contents in the Open

We will cover You, up to an amount of **€750**, for loss or damage by an insured cause, other than Accidental Damage (irrespective of whether cover is indicated on Your Schedule), to Contents in the open within the boundaries of Your Buildings.

Fraudulent Use of Credit/Debit/Charge/Cheque or Cash Cards

We will cover You up to a maximum of **€1,000** in any Period of Insurance, in respect of all claims resulting from the loss of a credit/debit/charge/cheque and/or cash card belonging to You, or Your spouse and subsequent fraudulent use by any unauthorised person.

No policy excess applies to this cover benefit.

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

- To bicycles in the open.

- Following non-compliance with the terms and conditions of the card provider regulations;
- Where the loss of the card is not reported to the Gardai or Police and the card provider upon discovering that it is missing;
- Following unauthorised use by any member of Your Household.

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Freezer and Refrigerator Contents

We will cover You up to a maximum of **€1000** by payment or, at our option, by replacement for loss or damage to food in Your deep freezer and refrigerator caused by any of the following events:

1. Rise or fall in the temperature;
2. Contamination by refrigeration fumes resulting from;
 - (i) Accidental damage to the appliance;
 - (ii) Failure of the appliance due to its own defect.

No policy excess applies to this cover benefit.

Household Removal

Loss or damage to Contents whilst in the course of removal by a professional furniture removal contractor only, from the Buildings to Your new permanent residence in Ireland.

Temporary Removal of Property

Loss of or damage to Contents by an insured cause while temporarily removed from Your Private House but remaining in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

In the event of loss or damage the amount recoverable will be limited to **10%** of the Sum Insured on Contents.

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

- Due to any deliberate act by You;
 - Due to any consequence of strikes, labour or political disturbances.
-
- To property while in storage away from removal vehicle;
 - Recoverable from any other source;
 - To glassware, china, pottery, porcelain, terracotta or other brittle articles unless they have been packed for removal by professional packers;
 - Caused by scratching, abrading or denting.
-
- By storm or flood to property in transit or in the open;
 - By Accidental Damage;
 - To property otherwise insured;
 - To property removed for sale or exhibition or in storage facilities;
 - For any amount in excess of **€1,500** in total, or in excess of **€500** for any one item, in respect of property belonging to any member of Your Household, while living away from home and/or attending college or university;

WHAT YOUR POLICY COVERS (EVENTS INSURED):

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

- By stealing or any attempt thereof other than:
 - From any bank, safe deposit or occupied house;
 - From any building where You or any member of Your Household is temporarily staying and which involves entry or exit by forcible or violent means;
 - Involving entry to or exit from a building by forcible and violent means;
 - During removal to or from any bank or safe deposit while in the custody of You or a member of Your Household.

Title Deeds

The cost of preparing new title deeds to the Buildings if they are lost or damaged while in the Private House or in Your bank for safekeeping.

The maximum amount payable is **€750**.

No policy excess applies to this cover benefit.

Visitors and Guests' Property

Loss of or damage to the property of visitors and guests other than Paying Guests by an insured cause is included up to a limit of **€1,000** of any one loss.

No policy excess applies to this cover benefit.

Wedding Gifts

The Contents Sum Insured is automatically increased by **10%** for a period of one month before and one month after the wedding day of You or a member of Your Household.

- While the Private House is Unfurnished;
- Where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

If Home Premium is Shown on Your Home Cover Schedule the Following Covers are Included

The following additional covers and benefits only apply if Home Cover Premium is shown as operative on Your Home Cover Schedule and You have also selected Contents cover.

These covers and benefits are in addition to those provided under Home Cover Plus.

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Shopping

We will pay for loss or damage to food and other goods while You, or a member of Your Household, are transporting them from the shop where bought to the Buildings specified on Your Home Cover Schedule subject to a maximum amount of **€500** any one loss.

No policy excess applies to this cover benefit.

YOUR POLICY DOES NOT COVER THE EXCESS AMOUNT(S) STATED ON YOUR HOME COVER SCHEDULE OR LOSS OR DAMAGE:

- By theft or attempted theft from any unattended vehicle unless:
 - All windows, including sunroof, and doors are securely locked and
 - The property is completely concealed within a closed compartment or locked boot.
- To property otherwise insured.

Increased Benefits

When You purchase Home Cover Premium, the increased benefits outlined below apply:

Description of Cover	Home Cover Plus Benefits	Home Cover Premium Benefits
Home Office Equipment	€3,000	€6,000
Money	€500	€2,000
Loss of oil	€1,000	€2,000
Fraudulent use of credit/cheque etc cards	€1,000	€3,000
Visitors and guests' property	€1,000	€3,000

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Unspecified All Risks Cover

The following cover only applies if the Home Cover Premium is shown on Your Home Cover Schedule and You have also selected Contents cover.

The Cover - Unspecified All Risks - €3,000

We will cover You by payment or, at our option, by reinstatement, replacement or repair, for loss or damage caused to unspecified items

as described in Section 3 All Risks subject to a maximum of **€3,000** in any one period of insurance.

- This cover forms part of the Contents section of Your policy and is in addition to any cover purchased under Section 3 All Risks.
- No sum insured will appear on Your Home Cover Schedule for this cover.
- This cover is subject to all the terms conditions and exclusions of Section 3 All Risks.
- **No Policy Excess** applies to this Premium Cover benefit.

Your Contents Cover includes Liability to Others

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Liability to Domestic Employees

We will cover You against all sums which You shall become legally liable to pay as employer for death, bodily injury or illness to any Domestic Employee while in Your employment in connection with the Buildings.

The amount payable in respect of any one event or series of events constituting one occurrence shall not exceed **€3,000,000** inclusive of all legal fees and other expenses.

Liability to Others:

We will cover You against all sums which You shall become legally liable to pay:

1. As occupier of the Buildings;
2. In a personal capacity within the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, Channel Islands or elsewhere in the world (with the exception of countries excluded under the Sanctions Notice) in the course of a visit not lasting more than 60 consecutive days;

(i) For death, bodily injury or illness to any person other than:

YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- Any action for damage brought in a court of law outside the Republic of Ireland;
 - Any agreement unless liability would have otherwise applied;
 - Any wilful or malicious damage;
 - Arising from work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto;
 - Accidents to independent consultants or contractors and/or their employees;
 - Death, bodily injury or illness caused to other members of Your Household.
-
- The ownership, possession or use of any mechanically or electrically propelled vehicle (which includes mechanically propelled lawnmowers, mechanically or electrically propelled children's toys and mechanically or electrically propelled quad bikes), horse-drawn vehicle, water craft, aircraft (other than model aircraft) or similar vehicles or craft. This exclusion does not apply to mechanically propelled lawnmowers being used at Your Buildings provided that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending statutes;

WHAT YOUR POLICY COVERS (EVENTS INSURED):

- You;
 - Members of Your Household;
 - Employees of You or of members of Your Household;
 - Paying Guests unless the use has been declared and the premium paid;
- (ii) For accidental damage to property other than property belonging to or under the control of:
- You;
 - Members of Your Household;
 - Employees of You or of members of Your Household;
 - Paying Guests unless the use has been declared and the premium paid, caused by:
 - You;
 - Members of Your Household (other than Domestic Employees);
 - Domestic Employees in the course of their employment in connection with the Buildings.

We will also cover, in like manner, members of Your Household.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed **€3,000,000** inclusive of all legal fees and other expenses.

YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- The ownership, possession or use of any animal, but this exclusion does not apply to ponies or saddle horses (unless used for racing or steeple chasing), domestic cats and dogs (other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts or amendments thereto, if such ownership, possession or use is not in accordance with the provisions of such regulations);
- Ponies, saddle horses, domestic cats and dogs that have been the subject of a liability claim in the past;
- The ownership of any land or building;
- The occupation of any land or building other than:
 - The Buildings specified on Your Home Cover Schedule;
 - Temporary holiday accommodation.
- Any profession, trade or business other than the provision of:
 - A child minding facility at the Buildings for not more than 2 children;
 - If the cover has been requested and the premium paid, accommodation for paying guests as detailed and subject to the limit set out within this policy or any amending Endorsement;
- Any wilful or malicious act;

WHAT YOUR POLICY COVERS (EVENTS INSURED):

In the event of Your death We will, in respect of liability incurred by You, cover Your personal representatives in the terms of and subject to the limitations set out, provided that such personal representatives will, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of the policy insofar as they can apply.

YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- The ownership, possession, use or discharge of any firearm other than firearms licensed for sporting activities;
- Any contract imposed on You, for which liability You would not otherwise have been under;
- 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 buildings as described on Your Home Cover Schedule;
- Arising from work of a construction or reconstruction nature or structural alterations or demolition or any operation incidental thereto;
- The transmission of any communicable disease by You or any member of Your household.

Section 3 – Your Optional All Risks Cover

(for Personal Belongings and Jewellery)

This optional insurance cover only applies when All Risks Sum Insured is shown on Your Home Cover Schedule.

A Policy Excess of **€100** applies to this section of the policy in respect of each and every loss or damage Incident.

WHAT YOUR POLICY COVERS WE WILL COVER LOSS OR DAMAGE TO:

Item 1 - Unspecified Items

Description of items covered:

1. **Personal Effects** (excluding hearing aids, mobile phones, laptops, tablets and the like)
2. **Jewellery, Photographic Equipment** (excluding camcorders)
3. **Clothing and Sports Equipment**

up to a maximum Sum Insured per item of **€1,000**.

Item 2 - Specified Items

Any item specified on Your Home Cover Schedule up to a maximum of the Sum Insured shown against the item.

YOUR POLICY DOES NOT COVER THE €100 EXCESS AMOUNT STATED ABOVE OR LOSS OR DAMAGE:

- To any item (for Item 2) not clearly identifiable from the description provided on Your Home Cover Schedule;
- To camping equipment, jet skis, documents of any kind and household goods;
- By stealing or attempted stealing from any unattended vehicle unless;
 - All windows, including sunroof, and doors are securely locked;
 - The property is completely concealed within a closed compartment or locked boot;
- To sports equipment while in use;
- To driver licenses, passports or documents of any kind
- To musical instruments or photographic equipment used or held for business or professional purposes;

WHAT YOUR POLICY COVERS: WE WILL COVER LOSS OR DAMAGE TO:

The item must be clearly and accurately described on Your Home Cover Schedule so as to be clearly identifiable for the purposes of validating a claim.

Failure to do so will result in the maximum Sum Insured per item from the Unspecified Items cover above applying.

Where an item forms part of a set, pair or suite, the per item limit applies to the set, pair or suite and not just the damaged item (e.g. golf clubs).

YOUR POLICY DOES NOT COVER THE €100 EXCESS AMOUNT STATED ABOVE, OR LOSS OR DAMAGE:

- Caused by animals owned or in the care, custody or control of You or members of Your Household;
- To pottery, porcelain, terracotta, glass or other brittle items other than by fire and stealing.

Valuation Requirement for Specified Items Valued in Excess of €5,000

A valuation is required for all Specified Items valued in excess of €5,000.

Failure to provide a valuation obtained prior to a loss may invalidate the cover or result in a claim being rejected.

Geographical Limits

The cover provided by this section applies to insured property in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and for **not more than 60 days** in any one Period of Insurance while elsewhere in the world.

Section 4 – Your Optional Pedal Cycle Cover

This optional insurance cover only applies when a pedal cycle Sum Insured is shown on Your Home Cover Schedule.

A policy excess of **€75** applies to this section of the policy in respect of each and every loss or damage Incident.

WHAT YOUR POLICY COVERS (EVENTS INSURED):

Pedal cycles including fitted accessories against:

1. Loss or damage by theft or any attempted theft;
2. Accidental damage while the said cycle(s) is used by You, or any member of Your Household.

Cover is limited to the Territorial Limits or for the purpose of travel away only, elsewhere in the world for **up to 30 days** in any one period of insurance.

The maximum We will pay for any one pedal cycle is limited to the Sum Insured stated on Your Home Cover Schedule.

YOUR POLICY DOES NOT COVER THE €75 EXCESS AMOUNT STATED ABOVE OR LOSS OR DAMAGE:

- Due to wear and tear, electrical or mechanical breakdown or derangement;
- Arising from business use;
- To tyres or lamps, or other accessories unless the cycle(s) itself is damaged at the same time;
- To motor assisted cycles.
- Due to stealing of the cycle(s) or its parts unless the cycles(s) is in a locked building or has been immobilised by a security device;
- Whilst the cycle is being used for racing, pacemaking, speed testing or for hire.

Section 5 – Your Optional Caravan Cover

This optional insurance cover only applies when a caravan Sum Insured is shown on Your Home Cover Schedule.

The **standard Policy Excess** shown on Your Home Cover Schedule applies to this section of the policy in respect of each and every loss or damage Incident.

Important Information

This Policy section covers caravans which are **not greater than 15 years old at inception**, are not let for hire or reward or used as a permanent or long-term residence.

WHAT YOUR POLICY COVERS (EVENTS INSURED):

We will cover You by payment or, at our option, by replacement or repair for accidental loss or damage to;

1. The caravan specified on Your Home Cover Schedule, including its accessories, furnishings and utensils;
2. Clothing and Personal Effects whilst in the caravan or whilst temporarily in the towing vehicle in the course of a journey.

In addition We will pay the reasonable costs incurred to protect and remove

YOUR POLICY DOES NOT COVER THE POLICY EXCESS AMOUNT STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- To tyres;
- If let for hire or reward or used as a permanent residence;
- By stealing or any attempt thereof:
 - Of clothing or Personal Effects while the caravan is unattended unless securely closed and locked,
 - Of the caravan specified unless secured against theft (closed and locked);
- Caused by storm, unless secured at each corner by proprietary anchor screws and wire hawsers except when kept at the Buildings specified on Your Home Cover Schedule;

WHAT YOUR POLICY COVERS (EVENTS INSURED):

the caravan to suitable repairers and to deliver it to Your Buildings following repair subject to a maximum amount payable of **€400** in respect of any one loss.

Where Insured:

- Anywhere in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, and the Channel Islands, including transit between ports.
- While temporarily within the continent of Europe in the custody and control of the Insured for **not more than 60 days** in any one Period of Insurance.

YOUR POLICY DOES NOT COVER THE POLICY EXCESS AMOUNT STATED ON YOUR home cover SCHEDULE OR LOSS OR DAMAGE:

- Of Money, stamp collections and documents of any kind;
- To High Value Items;
- For the amount of the policy excess stated on Your Home Cover Schedule in respect of each loss.
- To caravans over 15 years old.

Liability to Others

WHAT YOUR POLICY COVERS (EVENTS INSURED)

We will cover You against all sums which You become legally liable to pay for damages in respect of;

1. Death, bodily injury or illness to any person excluding Your employees or members of Your Household;
2. Accidental damage to property other than property belonging to or under the control of You, members of Your Household or employees of You or of members of Your Household, arising out of the ownership or use of the caravan specified on Your Home Cover Schedule.

We will also cover, in like manner, members of Your Household.

The amount payable in respect of any one event or series of events constituting one occurrence will not exceed **€3,000,000** inclusive of all legal fees and other expenses.

YOUR POLICY DOES NOT COVER LIABILITY IN RESPECT OF:

- Caravans over 15 years old at the time cover was arranged;
- The caravan whilst it is:
 - Attached to any vehicle;
 - Let for hire or reward or used as a permanent residence;
 - Being used other than for social, domestic and pleasure purposes.

Section 6 – Optional Extra Covers Available to You

Information You Need to be Aware of

Under Your AIG home cover policy, it is possible to include the optional extra product add on covers outlined below.

If You have included optional extra covers when You purchased Your home cover policy, Your Home Cover Schedule will state if the optional extra cover applies and the extra premium amount You have paid.

You may add or remove from Your home cover policy any optional extra covers when Your home cover policy

falls due for renewal. You may also delete any optional extra cover during a Period of Insurance, however We do not refund any premium amount of less than €20 for mid-term policy adjustments (Please refer to our Terms of Business document) www.aig.ie.

Option 1 - Family Accident Protection

This optional extra cover only applies if Personal Accident is shown on Your Home Cover Schedule under the Optional Extras section, as operative.

DEFINITIONS APPLICABLE TO YOUR FAMILY ACCIDENT PROTECTION OPTIONAL EXTRA COVER

We use certain words in this section of the policy which have a specific meaning. They have this meaning wherever they appear in this section.

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Bodily Injury

Identifiable physical injury to an insured person's body which is caused directly and solely by an accident, is not intentionally self-inflicted and does not result from sickness or disease.

Child or Children

A person who is, or persons who are, under 18 years of age.

Hospital

An institution which has accommodation for in-patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old people's or convalescence home or an extended-care facility.

Hospitalisation

Admission to a hospital as an in-patient and for at least 24 hours in a row.

Insured

Any person who has purchased this Family Accident Protection Option 1 Extra Cover, when they purchased this home cover policy.

Insured Person

The person who has purchased this home cover policy and chosen to purchase this Family Accident Protection Option 1 Extra Cover, their partner and children.

Insured Premises

The Buildings as defined within this home cover policy wording.

Loss

Permanent, total and irrecoverable loss of use, or the permanent and total loss by physical severance (separation), of a limb being a complete:

- foot or leg, or
- hand or arm.

Loss of Sight

Physical loss of one or both eyes or the loss of a substantial part of the sight of one or both eyes. A substantial part means that the degree of sight remaining after the accident is 3/60 or less on the Snellen scale after correction with spectacles or contact lenses. (At 3/60 on the Snellen scale a person can see at 3 feet something that a person who has not suffered loss of sight should be able to see at 60 feet).

Medical Practitioner

A doctor with current full registration whose name appears on the Irish Medical Council's General Register of Medical Practitioners.

Partner

A person who is either an insured person's husband or wife, civil partner, fiancé or fiancée, boyfriend or girlfriend and who permanently lives at the same address as the insured.

Permanent Total Disability

Disability, other than by loss of limb or loss of sight, which totally and permanently prevents an insured person from doing any paid work whatsoever for the remainder of their life.

Time of Cover

Whilst an insured person is on the insured premises.

WHAT YOUR POLICY COVERS

If an insured person suffers bodily injury during the time of cover and period of insurance, which within two years solely and independently of any other cause results in death, loss of sight, loss of limbs, permanent total disability, or hospitalisation, We will pay the benefits as outlined in the table of benefits below.

YOUR POLICY DOES NOT COVER

We will not pay benefits for bodily injury arising directly or indirectly from:

- War, a terrorist act, suicide or attempted suicide;
- Attempting to commit an illegal act;
- A drug or drugs not taken in accordance with the manufacturer's instructions or as prescribed by a medical practitioner;
- A drug or drugs to control drug addiction,
- Assault by a family member or the premises being Used as a place of business;
- Anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition or other mental or nervous disorder;
- Back injuries unless supported by a diagnosis using appropriate medical imaging techniques (such as X-rays, CT or MRI scans).

Benefit Description	Benefit Amount
1. Death	€25,000
2. Loss of sight in one or both eyes	€25,000
3. Loss of one or more limbs	€25,000
4. Loss of one limb and loss of sight in one eye	€25,000
5. Permanent total disability	€25,000
6. Hospitalisation payable for maximum of 10 weeks.	€20 per day

Start and Finish of Cover

Cover commences on the day this home cover policy is effective and expires if the insured does not renew this home cover policy or gives an instruction to Us to cancel this optional extra cover under this home insurance policy.

General Limitations, Terms And Conditions Benefit Limitations

If an insured person is over 65 years of age when they sustain a bodily injury, We will not pay the benefit under item 5 of the table of benefits above.

If death occurs within 13 Weeks of bodily injury, the benefit under item 1 of the table of benefits above will be paid and not the benefits under items 2, 3, 4 or 5 provided death occurred as a result of bodily injury. If an insured person is a child, We will only pay **€10,000** under item 1 of the table of benefits above.

When more than one form of disability results from bodily injury from the same accident the maximum payment will be **€25,000**.

Upon the payment of a claim cover will stop for that insured person for whom such payment has been made.

Claim Procedure Applicable To This Optional Extra Cover 1 (Family Accident Protection Section)

We should be notified that a claim is to be made as soon as reasonably practicable after the bodily injury to which the claim relates occurs. The claim may be rejected if it is made so long after the accident happens or bodily injury is sustained that We are unable to investigate the claim fully.

Family Accident Protection Insurance Claims are to be Notified to:

Personal Accident Insurance Claims Department,
AIG Europe S.A.,
30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7.
Telephone: 1800 646 747
Email: personalaccident.ie@aig.com

What We Will Ask You To Do

We will ask the insured person to complete a claim form and to provide at their own expense all reasonable and necessary evidence required by Us to support a claim. If the information supplied is insufficient, We will identify the further information which is required. An insured person must undergo any medical examinations We specify, at our expense. An insured person must give Us permission to obtain any medical

reports or records needed from any medical practitioner who has treated the insured person; otherwise We may not pay the claim.

What We May Do

In the event of death of an insured person, We have the right to ask for a post mortem examination at Our expense.

If an insured person dies, We will pay the benefits as outlined in the table of benefits to their legal representative. If the insured person is a child, We will pay the benefit to the insured in the event of death, as long as they are a parent of the child, otherwise We will pay the child's parent or legal guardian.

Option 2 - Disaster Mortgage/Cash Cover

This optional extra cover only applies if Disaster Mortgage/Cash is shown on Your Home Cover Schedule under Optional Extras section, as operative.

The standard policy excess applies. This subsection is only applicable to the primary residence and only if Buildings cover on that primary residence is covered under this home insurance policy.

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

Definitions Applicable to this Optional 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 the 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 insured, 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; or
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

72 consecutive hours, but can be made fit for use as a residence by corrective action.

WHAT YOUR POLICY COVERS (EVENTS INSURED):

1. We will pay You the sum equivalent to Your monthly mortgage payment if a covered loss renders Your primary residence temporarily uninhabitable 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 Your premises is uninhabitable and vacated for 72 consecutive hours.
2. We will also pay, up to a maximum of **€500** per claim, the excess on this home cover policy, listed on Your Home Cover Schedule, when You receive payment for a covered loss if that covered loss renders Your primary residence uninhabitable for a period exceeding 72 hours following the event. This excess reimbursement is limited to no more than twice per policy period.

YOUR POLICY DOES NOT COVER

- Any residence that is not Your primary residence and not occupied by You;
- The property if permanently uninhabitable, as defined above;
- Loss or damage caused by an uninsured peril;
- Any penalties or other charges not normally included in Your monthly mortgage repayment that are incurred by You prior to the date of loss;
- Any amount exceeding **€800** per month or **€4,800** any one period of insurance.

How Claims will Be Settled

When Buildings Claims Settled on a New for Old basis

For Buildings (Section 1)

Any admitted claim (excluding claims in respect of felt roofs) will be settled on a new for old basis (without deduction for wear, tear or depreciation), provided:

1. The Buildings have been maintained in good repair;
2. The Buildings Sum Insured amount at the time of a loss is not less than the full cost of rebuilding the entire Buildings as defined inclusive of fees and removal of debris;
3. Repair or replacement is carried out without undue delay.

Otherwise, claims will be settled with an appropriate deduction for wear, tear and depreciation.

When Deduction Adjustment Made for Wear, Tear and Depreciation

Claims in Respect of Felt Roofs

Covered claims will be settled with an appropriate deduction for wear, tear and depreciation.

For Contents (Section 2)

Provided that, at the time of a loss, the Contents Sum Insured amount is adequate to replace all of the Contents as new, any admitted claim (excluding claims for items listed as below) will be settled on a new for old basis, as follows:

1. Total loss or destruction will be settled without deduction for wear, tear or depreciation,
2. Partial loss will be settled by payment of the cost of repair (if repairs can be made) and subject to this cost not exceeding the replacement value of the property as new.

Otherwise, claims will be settled with an appropriate deduction for wear, tear and depreciation.

All claims for:

1. Household linen, wearing apparel, sporting equipment and bicycles;
2. Any of the following if they are over 3 years old: carpets, floor covering and timber flooring; TV, audio, video, computer or recording equipment and ancillary material including CDs, tapes, records and software;

will be settled with an appropriate deduction for wear, tear and depreciation.

Our Limit of Liability – Buildings and Contents Sum Insured

In the event of a loss in respect of Buildings or Contents our maximum liability is limited to the Sum Insured amounts stated on Your Home Cover Schedule or endorsed hereon.

Excess Amounts will be Deducted

We will deduct the amount of the excess stated on Your Home Cover Schedule or elsewhere in this policy wording in respect of each loss.

For All Risks Cover (Section 3) and for Pedal Cycles Cover (Section 4)

Provided the loss or damage is covered by Your policy We will settle Your claim as follows subject to the Sum Insured being adequate:

1. Where damage can be economically repaired, including for clothing, We will either authorise or arrange for repair;
2. Where a damaged or lost item can be replaced with an item of similar quality We will either authorise or arrange for replacement;
3. Where We are unable to either

repair or replace the item, We will make a cash payment equal to an agreed replacement value;

4. Where We have offered either repair or replacement but You prefer a cash settlement, We will pay You an amount equal to the cost to Us had the item been repaired or replaced.

For Claims Relating to Items of Clothing:

We may make a deduction for wear, tear and depreciation for clothing.

For Caravan Cover (Section 5)

Our maximum liability for any admitted claim will not exceed the market value of the property at the time of its loss or damage, or the Sum Insured specified on Your Home Cover Schedule (whichever is the lesser).

What to Do if an Event Insured Occurs

Home Claims Notification

To notify Us of a claim please contact our Home Claims Notification Helpline at **01 8599700**. Our staff will be glad to help You and advise You on how to proceed. You can e-mail us at claims.ie@aig.com

Where We need to discuss Your claim You will be contacted as soon as possible to make an appointment.

If You have any queries or if You need any advice in making Your claim just contact Us and We will be happy to help You.

When necessary – in the case of broken windows or burst pipes for example – You should have emergency repairs carried out immediately to prevent possible further damage to Your property.

Emergency Home Assist Helpline

We also provide an emergency 24-hour Home Assist emergency helpline which can provide You with a connection to an approved network of repairers (plumbers, electricians, glaziers, locksmiths, roofers etc.) to help alleviate the effects of a loss as quickly as possible. This is particularly useful when damage is discovered suddenly, especially outside of normal office hours.

The phone number for this service is **1850 924 012**.

The cost of this service must be borne by You. However, if the cost is covered by this Home Cover Policy then We will reimburse You as part of the claim settlement.

To Make a Home Cover Claim You May Have to:

1. Complete and return a claim form;
2. Submit estimates with Your claim;
3. Wait until the estimate has been agreed by Us before You can proceed with repairs/redecoration;
4. Retain all damaged property for inspection by Us.

If Your Property is Stolen or Damaged Maliciously

If Your property has been stolen or maliciously damaged, or if You lose a valuable item, You must inform the Gardaí or Police as soon as possible. You will receive the Garda report form with Your claim form which you will need to have completed by the Gardaí to evidence that the matter was reported.

If Someone Else is Injured or Their Property is Damaged You Must:

1. Send written details to Us as soon as possible. It is vital that We deal with such claims on Your behalf.
2. Send to us any letters or documents You receive unanswered and without delay.

Things You Must Not Do:

1. Proceed with repairs (other than emergency repairs necessary to limit damage) or investigative work without Our prior approval;
2. Negotiate, admit or deny any claim without Our written consent, or allow any other person insured under this policy, or anyone else acting on Your behalf to do so.

If an Event Insured Occurs We are Entitled to:

1. Take over and conduct in Your name, or in the name of any other person covered by this Policy, the defence or settlement of any legal action;
2. Take proceedings at Our own expense and for Our own benefit, but in Your name, or in the name of any other person covered by this policy, to recover any payment We have made under this policy;
3. Receive all necessary assistance from You or any other person covered by this policy;
4. Enter any Building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

Disagreement Over a Claim – Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the

parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of the disclaimer of the liability shall be deemed to have been abandoned.

Important

This condition does not affect Your right to refer any claim or query to the office of the Financial Services Ombudsman Bureau.

Matching Pairs or Sets

We treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. We will only pay for lost or damaged items. We will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they

have not been physically damaged themselves.

This loss of value is not covered by the policy.

Matching Carpets

If You have a matching carpet or other floor covering in more than one room or area, We treat each room or area as separate. We will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

Important Information – Policy Terms and Conditions

Basis of the Contract

This home cover contract is based on Your *completed application form*, this policy wording and Your Home Cover Schedule. When You arranged this insurance You gave Us information which is shown on Your *completed application form*.

Completed Application Form

You must answer all questions on the *Completed Application Form* honestly and with reasonable care. This includes the answers and/or information to any prior application form or Statement of Fact supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in the *Completed Application Form* and the Statement of Fact the most recent answers and information supplied in the *Completed Application Form* will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in this Policy being cancelled or We may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation condition.

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information

given in the *Completed Application Form* is inaccurate or has changed.

Impact of Misrepresentation

The impact of any Misrepresentation by You to any of the answers provided on the *Completed Application Form* is as follows:

(a) Innocent Misrepresentation:

Where You have answered all questions in the *Completed Application Form* honestly and with reasonable care but where You made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this Policy.

(b) Negligent Misrepresentation:

If You make a negligent misrepresentation or fail to take reasonable care in completing the *Completed Application Form* the cover under this Policy may not fully operate and in the event of a claim We will exercise one of the following remedies:

- (a) If knowing the full details We would not have entered into the insurance contract, We may avoid the contract, refuse all claims and return any premiums paid by You.
- (b) If We would have entered into the contract of insurance but have charged a higher premium, We may reduce proportionately the

amount to be paid on the claim.

- (d) Where there is no outstanding claim under the contract of insurance, We may either:
 - (i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to You.

(c) Fraudulent Misrepresentation:

If You make a fraudulent misrepresentation or where any conduct by You or Insured involves fraud of any kind We shall be entitled to avoid the contract of insurance and refuse any claims.

Cooling Off Period

You have 14 working days from the start date of this policy to cancel the cover without penalty. You will however be charged a pro rata premium for the period You were on cover. We will require Your cancellation request to be in writing (by email or letter) with Your policy number details included. Your cancellation will only take effect upon our receipt of Your written cancellation request.

Your Right to Cancel

If at any time, you decide to cancel your policy (provided the duration of

the contract is not less than one month), and you do so in writing, by email or letter, the Insurer will not impose any financial cost other than the cost of the premium for the period of cover.

However, if you have arranged your insurance policy through an authorised and regulated insurance intermediary you may also be liable to pay a fee to that intermediary. Your intermediary's terms of business, will confirm such information for you.

Cancelling any direct debit instructions does not mean You have cancelled the policy.

If no claims have been made during the period of insurance, We will refund a percentage of the premium in proportion to the period of insurance left unused. This is subject to administration charges We may make, please refer to the Terms of Business agreement www.aig.ie.

If We have paid a claim You must pay the full annual premium and You will not be entitled to any refund.

We can cancel this policy by sending You 14 days' notice by registered post to Your last known address. We will refund a percentage of the premium in proportion to the period of insurance left unused. This is subject to administration charges We may make;

please refer to the Terms of Business agreement.

Alteration of Risk

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the *Completed Application Form* is inaccurate or has changed.

Failure to do so may be regarded as a *Misrepresentation* and this Policy may be voided in respect of any risk or item thereof in regard to which there is any alteration which changes the subject matter of this Insurance (please refer to Impact of Misrepresentation section).

Mortgagee Clause

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor (or occupier of the Buildings) whereby the risk of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

No Claims Discount

Your policy may be subject to a no claims discount. If this is the case it will be included in the premium breakdown section of Your Home Cover Schedule. In the event of a claim during the Period of Insurance,

Your no claims discount will be withdrawn at the subsequent renewal.

Other Insurances

If at the time of any incident, which results in a claim under this policy, there is any other insurance policy covering the same liability, loss or damage, We will pay only Our rateable share.

Your Duty of Care

You must take reasonable care to:

1. Keep Your home in a good state of repair; and
2. Avoid or limit any loss, damage or injury.

Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Subrogation

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your rights of recovery, contribution and indemnity and You will provide all

reasonable assistance and will do nothing to prejudice such rights. Without prejudice to the foregoing, We will not exercise Our rights of subrogation against in connection with a claim under this Policy unless it is not permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

Third Party Contract Rights

A person who is not party to this contract of insurance or otherwise to enforce any term of this contract. Without, prejudice to the aforementioned the third party can bring a claim against Us under this Policy where the Insured has died, cannot be found or is insolvent, or where the court considers it just and equitable to allow such third party claim proceed.

General Policy Exclusions

(These apply to the whole policy)

War and Terrorism

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:

1. 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
2. Any act of terrorism.

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 Endorsement also 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 1 and/or 2 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 You. In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Cyber Risk

This policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

1. The loss of, alteration of or damage to; or
2. A reduction in the functionality, availability or operation of a computer system, hardware,

programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.

We Shall Not be Liable for:

Radioactive Contamination

1. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or;
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Sonic Boom

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

Confiscation

Loss of or damage due to confiscation, requisition or destruction by order of any Government, or Public or Local Authority.

Consequential Loss

Consequential loss or damage of any kind except as set out in this policy.

Fees (incurred in the preparation of any claim)

Fees incurred in the preparation of any claim including fees of Public Loss Assessors and/or fees associated with the preparation or presentation of any claim.

Fungi

Any loss, damage or liability directly or indirectly caused by 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, they and any resulting loss are always excluded under this policy, howsoever caused. In addition, there is no cover to test for, monitor, clean up, remove, remediate, contain, tread, de-toxify, the preparation or presentation of any

access the effects of fungi, wet or dry rot, or bacteria.

Damage caused by Wear, Tear and as Undernoted:

1. Wear, tear, rust or corrosion;
2. Gradual deterioration or any gradually operating cause;
3. The cost of maintenance;
4. Mildew, rising damp, dry/wet rot, moth, vermin, atmospheric or climatic conditions;
5. Damage caused by any process of cleaning, dyeing, repairing or restoring any article;
6. Mechanical, electrical or electronic defects, breakdown or malfunction.

Business, Trade or Professional Purposes

This policy does not provide cover for any property held in connection with any business, trade or professional purpose other than Home Office Equipment as referred to within the definition of Contents.

Endorsements

(Operative only if indicated on Your Home Cover Schedule)

H1 - Minimum Security Clause

It is a condition of Your policy that:

1. All external doors are fitted with mortice deadlocks or deadlocking rim latches;
2. All French windows and/or patio doors are fitted with appropriate security locks necessitating key release;
3. All ground floor and other accessible opening windows* are fitted with effective locking mechanisms.

(*excluding windows of rooms that are used as sleeping accommodation).

H2 - Burglar Alarm Clause

It is a condition of Your policy that a working approved* burglar alarm is installed at the Buildings as described on Your Statement of Fact Proposal Form. You have agreed to maintain the burglar alarm as advised to Us, in accordance with the supplier's recommendations and to have the alarm switched on and in service when family members are not in the Private House. Where You have informed Us that Your burglar alarm is monitored on a 24 hour basis, this monitoring must also remain in place.

(*Since 1st August 2006, the Private Security Authority (PSA) has made the licensing of intruder alarm installers mandatory. See www.psa.gov.ie for further details).

H3 - Smoke Alarm Clause

It is a condition of Your policy that two smoke detectors/alarms are installed at the Buildings and that You agree to maintain these in accordance with the supplier's recommendations, to have them switched on and in service on all practical occasions.

H4 - Voluntary Excess

Any voluntary excess shown in Your Home Cover Schedule is deemed to be in addition to the standard (or compulsory) policy excess amount(s) also stated in Your Home Cover Schedule.

H5 - Paying Guests up to 3

Permission is given for not more than 3 short term paying guests at any one time to be kept in the Private House.

H6 - Home Shared With Room(s) Sublet

Permission is given for Your Private House to be shared with no more than 3 tenants, co-tenants or lodgers at any one time.

H7 - Home Office Equipment Limit Increased to €6,000

The amount of **€3,000**, included within the contents definition in respect of Home Office Equipment, is increased to **€6,000**.

H8 - Home Office Equipment Limit Increased to €10,000

The amount of **€3,000**, included within the Contents definition in respect of Home Office Equipment, is increased to **€10,000**.

H9 - Special Security Precautions 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 being carried or worn on the person.

H10 - Single High Value Limit

The high value limit of **5%**, or **€3,000** whichever is higher, included within the Contents definition, is deleted for items listed on Your Home Cover Schedule and is replaced by the monetary amount shown against each item.

H11 - Total High Value Limit

The high value total of **33%**, included within the Contents definition, is deleted and replaced by the percentage amount shown on Your Home Cover Schedule.

H12 - Buildings Used Partly for Business Purposes, Other than a Home Office

The Buildings is partly occupied in connection with Your business as disclosed to Us - see Your Home Cover Schedule. Within that portion of the Buildings no cover is provided for Money or any High Value Item and Accidental Damage to Contents is not included. 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 otherwise specified in this policy. The exclusion regarding "profession, trade or business" referred to under Liability to Others 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 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.

H13 - Jewellery Settings

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

H14 - Fire Cover Only Applies

The insurance provided by this home cover policy is limited to the events insured: Fire, explosion, lightning, earthquake and thunderbolt. No other insurance cover is provided by this home cover policy while this endorsement applies.

H15 - 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.

H16 - Fire and Owner's Liability Cover Only Applies

The insurance provided by this home cover policy is limited to the events insured:

1. Fire, explosion, lightning, earthquake and thunderbolt; and
2. Liability to others as owner of the Buildings.

No other insurance cover is provided by this home cover policy while this endorsement applies.

H17 - Satellite Dishes, Television/Radio Aerials and Masts

The reference to "30 feet in height" in this policy wording is substituted by the number of feet as advised to Us. The monetary amount referred to remains unchanged.

H18 - Increased Excess - Buildings and Contents

The standard policy excess amount of **€250** applicable to Sections 1 and 2 of this home cover policy is increased to that shown on Your Home Cover Schedule.

H19 - Increased Excess - Accidental Damage

The standard policy excess amount of **€250** applicable to event insured 12 Accidental Damage under Sections 1 and 2 of this home cover policy is increased to that shown on Your Home Cover Schedule.

H20 - Increased Excess - Water Peril

It is agreed that the **€1,000** Policy Excess amount stated in this policy wording under Sections 1 and 2 is increased to that shown on Your Home Cover Schedule only in respect of Events Insured sub-section 4 of Section 1 - Buildings and Events Insured sub-section 4 of Section 2 - Contents. Furthermore, the Policy

Excess is increased for any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the water peril only.

H21 - Increased Excess - Flood Peril

It is agreed that for the peril of flood only (noted in Event Insured sub-section 3 of section 1 and Event Insured sub-section 3 of section 2 the policy excess amount is increased to that shown on Your Home Cover Schedule. In addition, this increased policy excess amount applies to any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the flood peril only.

H22 - Increased Excess - Subsidence Peril

It is agreed that for the peril of subsidence or heave or landslip only (noted in Event Insured sub-section 11 of section 1 and Event Insured sub-section 11 of section 2 the **€1,000** policy excess amount stated in this policy wording is increased to that shown on Your Home Cover Schedule. In addition, this increased policy excess amount applies to any accidental damage loss (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), associated with the peril of

subsidence, heave, or landslip.

H23 - Excluding Water Peril

It is agreed that Event Insured sub-section 4 of section 1 - Buildings and Event Insured sub-section 4 of section 2 - Contents is deleted from this policy wording. In addition, accidental damage cover is excluded (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the peril of water.

H24 - Increased Excess - Stealing (or Attempted Stealing) Peril

The standard policy excess amount of €250 applicable to event insured 6 Stealing (or Attempted Stealing) under Sections 1 and 2 of this home cover policy is increased to that shown on Your Home Cover Schedule.

H25 - Excluding Subsidence Peril

It is agreed that Event Insured subsection 11 of section 1 - Buildings and Event Insured sub-section 11 of section 2 - Contents is deleted from this policy wording. In addition, accidental damage cover is excluded (if this optional extra cover, Event Insured sub-section 12 is shown as operative on Your Home Cover Schedule), if associated with the peril of subsidence.

H26 - Increased Excess – Specified All Risks Items

The standard policy excess amount of **€100** applicable to Section 3 of this home cover policy is increased to that shown on Your Home Cover Schedule.

H27 - Average Clause - Buildings

If at the time of a loss or damage the sum insured is less than the full rebuilding cost of the buildings as defined, We will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

H28 - Average Clause - Contents

If at the time of a loss or damage the sum insured is less than the cost of replacing all the contents as new, less an allowance for wear and tear for items listed in “How Claims will Be Settled” section of this policy wording, We will pay only for the proportion of the loss or damage which the sum insured bears to such cost.

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