



HOME INSURANCE

YOUR POLICY DETAILS

No Nonsense
INSURANCE

www.NoNonsense.ie



HMP NN PD 2014 06 V1.0

FBD Insurance plc, trading as No Nonsense,
is regulated by the Central Bank of Ireland.

Welcome to No Nonsense

Thank **you** for choosing to insure **your home** with No Nonsense.

At No Nonsense **we** aim to provide **our** customers with value for money home insurance without compromising on service. **We** hope to provide **you** with all the cover **you** need at a price **you** can afford. **We** do this by stripping out the covers that are often bundled into a home policy and allowing **you** to select just the covers that suit **your** needs and are within **your** budget.

Your policy document should be read together with **your schedule** and **we** recommend that both are read carefully. **Your schedule** will outline which sections of the **policy** and **endorsements** apply to **you**. In addition, **we** recommend that **you** keep a copy of **your proposal form** or **statement of fact** for **your** records.

There are general conditions and exceptions which apply to the whole **policy** together with exceptions, conditions and limitations which apply to the individual sections. **You** should read all aspects of **your policy** and contact **us** if **you** have any queries.

We hope **you** are happy with **your** new home insurance **policy** and will remain a satisfied customer of No Nonsense for years to come.



Bronagh Twomey
Group Head of Marketing

Useful contact numbers

| | |
|-----------------------------------|----------------------|
| Customer service | Phone: 1890 25 27 37 |
| Claims service | Phone: 1890 685 685 |
| Home emergency assistance* | Phone: 1890 583 583 |

We may monitor and record telephone calls for training and verification purposes, to administer **your** insurance and in order to improve **our** service. **We** also do this to detect and prevent fraud.

* This service only applies if **you** have purchased this optional cover and it appears on **your schedule**.



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Introduction to your policy

Your policy

The information provided in **your** completed **proposal form** and declaration or **statement of fact** and declaration will form the basis of **your** insurance contract with **us**.

This **policy** document, **your schedule** and relevant **endorsements** outline the cover **we** are providing to **you**. **You** should read these documents as one and keep them in a safe place. If they do not meet **your** requirements in any way or **you** have any queries, please contact **us**.

The insurance provided is subject to **you** having paid or paying **us** in line with an agreed direct debit facility the premium, and will apply in respect of **events** occurring within the territorial limits during the **period of insurance** or any subsequent period for which **we** may accept payment for renewal of this **policy**.

The cover provided is subject to the terms, exceptions and conditions outlined within the **schedule, policy** document and relevant **endorsements**.

No Nonsense is a trading name of FBD insurance plc.

Duty of disclosure

You have a duty to disclose to **us** all material facts. A material fact is any information likely to influence **our** acceptance of **your** insurance, **our** calculation of **your** premium or the terms and conditions **we** apply to **your policy**. Examples include **claims** or losses whether insured or not, criminal convictions or prosecutions pending (these are examples only and not a complete list). If **you** are in any doubt as to whether or not any information is important, please disclose it to **us**.

Consequences of non-disclosure

If **you** fail to disclose to **us** all material facts **you** are likely to experience problems including:

- **your policy** being treated as invalid or not having existed or cancelled,
- the non-payment of **claims**,

- difficulties in buying insurance elsewhere,
- failure to carry out a duty under a contract with a lender.

Feedback and Complaints

We would like to hear from **you** if **you** have any feedback or complaints about **our** service. Letting **us** know **your** concerns allows **us** to try to put matters right for **you** and to improve **our** service to all **our** customers.

If **you** would like to give **us** feedback or make a complaint, please contact **us** at 1890 25 27 37 or email **us** at info@nononsense.ie.

We have a complaints process to ensure **your** complaint is addressed. If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** may refer **your** case to:

The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Lo Call: 1890 88 20 90

Tel: + 353 1 662 0899

Fax: + 353 1 662 0890

Email: enquiries@financialombudsman.ie

Finance Act 1990

We have paid, or will pay, the appropriate Stamp Duty to the Revenue Commissioners in line with the requirements of the Finance Act 1990.

Insurance Act 1936

We will pay any money due under the **policy** in the Republic of Ireland.

Signed for and on behalf of No Nonsense



Conor Gouldson

Company secretary

Definitions

Any word or expression defined below has the same meaning wherever it appears in the **policy** document.

Accidental damage

Sudden and unexpected damage which is caused unintentionally and is not inevitable or the result of a pre-existing or gradually operating cause.

Buildings

A. The structure of the **home** which must be built of brick, stone or concrete, roofed with slates, tiles, concrete, asphalt, metal or sheets or slabs made from non-combustible materials. This is unless another form of construction is shown on the **proposal form** or **statement of fact** and accepted by **us**.

B. All domestic outbuildings on the same premises and used in connection with the **home** and the walls, paths, drives, patios, decking, tennis hardcourts, swimming pools, gates, fences and hedges around and forming part of the **home**.

C. The landlord's fixtures and fittings in or on the **home**.

Claim

A **claim** or series of **claims** arising out of any one cause.

Contents

Household goods, **personal effects** and **valuables** within the **home** as shown in the **schedule** including **money** up to €650 and **home office equipment** up to €3,800:

1. belonging to **you** or any members of **your family** permanently living with **you**, or
2. for which **you** are legally responsible.

This does not include:

1. property more specifically insured or unless specifically mentioned in this **policy**,
2. securities (including financial certificates such as shares and bonds), certificates, deeds and documents, bills of exchange, promissory notes, securities for **money**, stamp collections, documents of any kind, manuscripts, medals and coins,
3. motor vehicles (other than ride on lawnmowers), caravans, trailers, watercraft, hovercraft or aircraft (other than models) including their parts,

accessories, tools, fitted audio or entertainment systems or navigation aids,

4. any part of the **home's** structure, ceilings, timber floors, wallpaper or decorations,
5. property held or used for any profession, business or employment (other than **home office equipment**), or
6. credit cards, cheque cards, banker cards and cash cards issued to **you** or any members of **your family**.

Endorsement

An agreed change in the terms of the **policy** as noted on the **schedule**.

Event

An **event** which may give rise to a **claim** under this **policy**.

Excess

The first part of a **claim** which **you** have to pay for certain **claims** made under the **policy**. **We** show the **excess** amounts under "How we will settle your claim" in this document.

Home office equipment

Office furniture, business computers, fax machines, photocopiers, typewriters, computer-aided design equipment and business telephone equipment.

Home

The house or apartment at the address shown on **your schedule**, its domestic outbuildings on the same premises all used for domestic purposes only.

Money

Cash, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller cheques, travel tickets, phone cards and gift tokens belonging to **you** or a member of **your family** living with **you** or which **you** or they are holding for charitable purposes.

Period of insurance

The period for which **we** have accepted **your** premium and agreed to provide insurance as stated in the **schedule**.

Personal effects

Luggage, clothing and other items that belong to **you** and that **you** normally wear or carry on **you**.

This does not include:

1. electronic goods such as portable music players, mobile phones, computers or handheld computer games,
2. **valuables** or **money**,
3. contact or corneal lenses,
4. jewellery, or
5. items used for any profession, business or employment.

Policy

The contract of insurance between **you** and **us**. This is based on **your** completed **proposal form** and declaration or **statement of fact** and declaration and includes:

- the **schedule**,
- **policy** document, and
- any **endorsements** shown on the **schedule** as being in force.

Proposal form, Statement of fact

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

Schedule

The document which outlines **your** details, the property and sums insured, the cover, the **period of insurance** and forms a part of the **policy**.

Subsidence

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

Unfurnished

Where the **buildings** do not contain furniture, furnishings and appliances for normal living purposes.

Unoccupied

Where the **home** is not lived in by **you** or a member of **your family** or **household** or any other person who has **your** permission.

Valuables

Items of, or containing, gold, silver or other precious metal, jewellery (including costume jewellery), furs, paintings or works of art or collector items other than where the items have been excluded under **contents**.

We, us, our, the company

No Nonsense.

You, your, the insured

The insured named in the **proposal form** and noted on the **schedule** including their legal personal representatives.

Your family

Your spouse or partner, permanently living with **you** and **your** children including adult children whether they live with **you** or not, unless this is otherwise referred to in the **policy**.

Your household

You and any other person who lives permanently with **you** at **your home**.

How we will settle your claim

We will do everything **we** can to ensure any **claim you** have is dealt with quickly and fairly. **We** use the following principles to settle all valid home insurance **claims**.

Buildings – At **our** option **we** will rebuild, repair, replace or pay an amount in the **event** of loss or damage to **your buildings** which is covered under this **policy**.

Contents and items insured under other sections of this **policy** – At **our** option **we** will replace, repair or pay **you** as follows:

- a. **We** will replace the property with the closest possible match where it has been damaged or stolen.
- b. The damaged property will be repaired, if possible.
- c. **We** will pay **you** the amount of the loss or damage where repair or replacement is not possible.
- d. If **we** choose to pay **you**, even where replacement or repair is possible, the payment will reflect any discounts **we** may have received had **we** replaced the property.

New for old cover

Buildings

Apart from the exception noted below, **we** will settle **your** valid **claim** without taking off an amount for wear and tear or loss in value if:

- a. the sum insured represents
 - the full cost of rebuilding **your buildings** in the same size and condition as new, plus
 - the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations,
- b. the **buildings** have been kept in good repair,
- c. the rebuilding or repair work is carried out without undue delay and completed according to the scope and cost agreed by **us**.

When **we** agree to settle a **claim** on this basis **we** will hold back a percentage of the agreed **claim** settlement amount until the rebuilding or repair work has been completed. This is generally in the region of 25%. **We** will pay this amount once **we** are satisfied that the works have been completed according to the scope and cost agreed and a final invoice is submitted.

We will provide a reasonable time period for completion of the rebuilding or repair works and receipt of the final invoice. This will be outlined in writing and is usually three months. **We** will send **you** a reminder before this time period expires. An extension of this time period will be considered in certain circumstances.

If **we** do not receive a final invoice and satisfactory confirmation that the works have been completed according to the scope and cost agreed, within the agreed time period, **we** will close the **claim** file. The **claim** will then be viewed as having been settled in full.

Exception

We will make a deduction for wear, tear and loss in value to surface finished timber floors over five years old.

Contents

Apart from the exceptions noted below **we** will settle **your** valid **contents claim** without deducting for wear, tear or loss in value if:

1. the sum insured represents their full value as new at the time of the loss, and
2. **you** have kept them in good repair.

Exceptions

We will make a deduction for wear, tear and loss in value for:

- clothing and household linen,
- television sets, audio, video and computer equipment, gaming consoles and ancillary equipment including CDs, DVDs, records, tapes and software over three years old,
- floor covering over five years old, or
- any item lost or damaged beyond economic repair which is not replaced.

Flooring – establishing the damaged area

We will only pay for the cost of repairing or replacing the damaged part of the flooring or floor covering.

If it is not possible to match the undamaged area **we** will pay the cost to replace the flooring or floor covering in the room or area where the damage occurred. **We** will not pay to replace undamaged floor covering in adjoining rooms or areas.

Matching pairs or sets or suites

We will only pay for the cost of an individual damaged item even if it forms part of a pair or set or part of a suite of furniture or sanitary ware, or forms part of a common design.

We will not pay for the undamaged companion pieces or the full value of the pair or set or suite as a unit.

Preferred suppliers

We repair or replace property lost or damaged where **we** consider it appropriate and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing **claims** solutions.

We may therefore, at **our** discretion, offer repair or replacement through a preferred supplier. If **we** agree to pay a cash settlement, then the amount **we** pay will not exceed the amount **we** would have paid **our** preferred supplier.

Other insurance or compensation fund

If, at the time any **claim** arises under this **policy**, there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** proportional share of any loss, damage, cost or expense.

If at the time any **claim** arises under this **policy** there is a compensation fund covering the same liability or the same property lost or damaged, **we** shall not be liable to make any payment under this **policy**.

Reinstatement of sums insured after a loss

When **we** pay a **claim** **we** will not reduce the sum insured of any item by the amount of the **claim**.

The maximum amount we will pay

The most **we** will pay for loss or damage to **buildings** and or **contents** is limited to their sums insured as shown on the **schedule**.

Where cover is provided up to a specific limit **we** will provide cover up to this limit only.

The maximum **we** will pay for:

- Any one **valuable** is 5% of the **contents** sum insured. This limit will not apply if the item is specifically described with a separate sum insured on the **schedule**. In this circumstance **we** will pay up to the sum insured on the item.
- All **valuables** is 20% of the **contents** sum insured. This limit will not apply if the combined total of **valuable** items exceeds 20% of the **contents** sum insured and they are specifically described on the **schedule**.
- **Money** and bicycles under **contents** is €650.
- **Home office equipment** is €3,800.
- Theft from a domestic outbuilding is €3,500.
- All risks on personal possessions is detailed in Section 3 or on **your schedule**.

Excess

You are responsible to pay the first part of certain **claims** under the **policy**. These are:

1. For **subsidence**, landslip or ground heave €1,000 for each and every **claim**.
2. For **water damage**, for which cover is provided under **your policy**, €1,000 for each and every **claim**.
3. €500 for all other **claims** or the amount **you** have chosen and which is shown on **your proposal form**.

No claim discount (NCD)

We will reduce the renewal premium according to the following scale if no **claim** is made or arises under this **policy** in the **period of insurance**.

| Period of insurance | Reduction |
|---------------------|------------------|
| One year | 10% |
| Two or more years | 20% (maximum) |

The no claim discount for **your** first **period of insurance** is calculated based on the claims history **you** have declared to **us**.

The maximum no claim discount is 20%.

You will not lose **your** no claim discount if **you** make any **claim** under Section 2 - Home emergency assistance.

Inflation protection

We may adjust the **buildings** and **contents** sums insured shown in the **schedule** in line with suitable indexes like the building cost index issued by the Department of the Environment. We do this to help protect **you** against inflation. Inflation protection or index linking works in the following way.

- If the index increases **your** sum insured, **your** premium at renewal will be based on the increased sum insured after the index linking has been applied.
- If the index falls, **your** sum insured will remain at the same level.
- Inflation protection will not apply to any monetary limits or to the insurance cover provided under Sections 2, 3, or 4 of this **policy**.

You should not rely on this inflation protection or index linking alone to keep **your buildings** and **contents** sum insured at the correct level. The value of **your buildings** or **contents** may be growing faster than inflation due for example to a new extension or acquired items. It is a condition of **your policy** that **you** keep sums insured at the correct level and **you** should make sure **you** understand Condition 1 of the General conditions of the **policy**. If **you** have any questions, please feel free to contact **us**.

General conditions of the policy

You or any other person claiming under this **policy** must comply with the following general **policy** conditions to avail of the full protection provided by the **policy**. If **you** or any other person claiming under this **policy** does not comply with them, **we** may cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** payment.

1. You must keep your sums insured at the correct level

You must at all times keep **your** sums insured at a level that is the full value of **your buildings** and **contents**. The buildings sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.

The full value on **buildings** means the estimated cost of rebuilding the **buildings** if they were completely destroyed.

The full value on **contents** or items insured under the All risks section, means their current replacement cost as new.

Underinsurance

You are underinsured if the rebuilding cost or the cost of replacing the **contents** or items insured under the All risks section at the time of loss or damage is more than the sums insured as noted in **your schedule**. If **you** are underinsured, the Condition of Average will apply as outlined below.

Condition of Average

This **policy** is subject to a condition called Average. This means that **you** need to insure the full value of the **buildings** and **contents** and that **claims** settlements may be reduced if the sums insured, at the time of any loss or damage, are less than the full value.

If a sum insured, as noted on the **schedule**, is less than the full value of the **buildings** or **contents** at the time loss or damage occurs, then the insured person shall be responsible for a part of their loss. Insurers will only pay the part of the loss which the sum insured bears to the full value of the insured item. For example, if the full value of an insured building is €200,000 and the sum insured is €150,000 then insurers would pay only 75% of any loss or damage.

2. Your duty

a. **You** must advise **us** of all material facts when applying to **us** for insurance. A material fact is one which may influence **us** when agreeing to provide insurance or the premium **we** charge, for example past **claims** or losses whether insured or not, criminal convictions or prosecutions pending (these are examples only and not a complete list). If **you** fail to disclose to **us** all material facts **we** are likely to treat **your policy** as invalid or not having existed or cancel it.

We will consider the **policy** to be invalid and not having existed if **you** do not truthfully provide accurate information or **you** fail to disclose any material fact when applying for cover. The answers and statements **you** provide in the **proposal form** and declaration or **statement of fact** and declaration must be true.

b. **You** must notify **us** as soon as possible of any change which may affect this insurance. The whole **policy** or a section of it may be avoided or come to an end without **you** receiving any payment if **you** do not tell **us** of any changes that happen after the **policy** has started. In particular **you** must tell **us**:

1. of a change of address,
2. of any structural change to the **home** or domestic outbuildings,
3. if the **home** is intended to be lent, let or sublet,
4. if the **home** will be **unoccupied** for more than 30 consecutive days, will be used for short periods each week or will be used as a holiday home,
5. if **you** or any of **your family** members or members of **your household** have been declared bankrupt, or have been convicted or charged with any criminal offence other than a fixed penalty driving offence.

We will then let **you** know of any change in **your** premium or **your** cover. Cover will only apply when any changes have been advised to **us** and **we** have agreed in writing to cover them.

The list above does not show all the changes **you** must tell **us** of. Please contact **us** if **you** are in any doubt about the importance of a change in circumstance.

c. **You** have a continuing obligation to observe and fulfil the terms, provisions, conditions and **endorsements** of this **policy** in so far as they relate to anything to be done or complied with by **you**.

d. These requirements must be strictly carried out by **you** otherwise no person will be entitled to make a **claim** under this **policy**.

3. Caring for your property

You must take all reasonable steps to:

1. avoid injury, loss or damage, and
2. safeguard all insured property from loss or damage.

You must keep the property in good repair. In particular, **you** must comply with the important security requirements as detailed below.

Important security requirements

In order for cover to apply, the outside doors of the **buildings** must be fitted with morticed security locks.

A morticed lock is a type of lock that has been designed to fit inside a door by means of a hole that has been cut into the door. It is not a lock designed to fit onto the door surface, such as a rim lock or a rim cylinder lock.

Whenever the property is left empty:

- all external doors and windows must be closed and fastened,
- all external door locks must be put into operation,
- all keys must be removed from locks and kept in a secure place, and
- any burglar alarm for which **we** allow a discount on **your** premium must be properly maintained and switched on.

4. Pay the premium and keep your payments up to date

You must pay all amounts due in the **period of insurance** on time and in full. If **you** do not **you** will not be covered.

- a. **Annual payments:** The amount must be paid in full and the payment cleared by **us** before cover will apply.
- b. **Direct debit payments:** If the premium is paid by instalments, these will be collected on the cover start date selected by **you** and on the same day of each of the subsequent instalment months.

If **you** do not pay an instalment or if **you** request **your** bank to refund an instalment, **your policy** will be cancelled in accordance with the cancellation condition. This will apply even if **you** have already paid one or more instalments.

5. Cancellation of the policy

Cancellation by you

You may cancel the **policy** at any time by sending us written cancellation instructions. As long as no **claim** has been made or is pending during the **period of insurance**, **we** will return the premium to **you** as follows:

- If **your** instructions are received within the “cooling off period” which is 14 days from the date **you** take out cover, or the date **you** receive **your policy** documents, whichever is the later, **we** will return the premium paid for the **period of insurance** remaining.
- If **your** written cancellation instructions are received after the cooling off period **we** will return the premium paid for the **period of insurance** remaining less an administration charge as outlined in the following table.

| | Annual premium value of policy | Administration charge |
|--------------------------------|--|-----------------------|
| In the first year of insurance | Up to €500 | €50 |
| | €501 to €1,000 | €60 |
| | €1,001 to €2,000 | €75 |
| | €2,001 and over | €100 |
| From year two onwards | €40 flat administration charge for cancellations will apply. | |

Cancellation by us

If **we** have to cancel **your policy**, **we** will send **you** seven days' notice by registered letter to **your** last known address. If this happens and as long as no **claim** has been made or is pending **we** will refund the premium for the **period of insurance** remaining.

We will apply a €50.00 administration charge to any **policy** that is taken out and subsequently cancelled by **us** because **you**:

- gave **us** incorrect information,
- did not send **us** valid documents, or
- did not send **us** documents in the timeframe **we** set out.

Claims conditions

You or any other person claiming under this **policy** must comply with the following **claims** conditions in order to avail of the cover provided by the **policy**. **You** must not act fraudulently and must assist us to exercise **our** rights.

If **you** or anyone else claiming under the **policy** does not comply with these conditions or does not assist **us**, **we** may at **our** option cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** settlement.

1. Your obligations

- You** must immediately let us know on 1890 685 685 of any **event** which may lead to a **claim** under this **policy** regardless of whether or not a **claim** will be made.
- Within 30 days after an **event**, or within any further time period as **we** may allow in writing, **you** must give **us** at **your** own expense:
 - Details in writing of the property or parts of it that have been damaged or destroyed. This must be as accurate as is reasonably possible.
 - An estimate of the amount of destruction or damage taking into account the value of the property at the time of the loss.
 - Details of any other insurance cover on the property or liability insured by this **policy**.
 - Receipts, invoices and any further proof of **your claim** as **we** may reasonably require together with (if requested) a declaration of the truth of the **claim** and of any matter related to it.
- You** must not go ahead with any repairs (other than emergency repairs to limit damage) without **our** approval. Where emergency repairs are carried out **you** must retain any damaged property for **our** inspection.
- You** must immediately advise An Garda Síochána or other relevant police authority about any incident of stealing, attempted stealing, deliberate or malicious damage or vandalism or loss by malicious persons. **You** must also permit them to give **us** any information and help which **we** may be entitled to.

e. **You** must:

1. notify **us** as soon as **you** become aware of any possible prosecution or inquest in connection with any **event**, and
 2. send **us** immediately on receipt and without answering it, every letter, **claim**, legal proceedings and every correspondence, communication or notice from the Injuries Board, formerly known as the Personal Injuries Assessment Board (PIAB).
- f. **You** must comply with all the terms, provisions, conditions and **endorsements** of this **policy**.

2. Our rights in the event of a claim or recovery

A. To salvage

Without accepting any responsibility or limiting **our** right to rely upon any condition of this **policy**, **we** will have the right to enter, take or keep possession of:

1. The **building** where the loss or damage has happened.
2. Any of the property insured and to ask for it to be provided to **us**. **We** will deal with such property for all reasonable purposes and in a reasonable manner.

You may not abandon any property to **us** for **us** to deal with.

B. To defend or settle legal action

We can take over and manage proceedings in **your** name, or in the name of any other person insured under this **policy**. This may be to defend, settle or prosecute, for **our** own benefit, any **claim** for insurance cover or damages.

C. To take legal action to recover payment

We can take proceedings in **your** name, or in the name of any other person insured under the **policy** to recover any payment **we** have made under the **policy**, for **our** own benefit and at **our** own expense.

D. To your co-operation

We can decide how any proceedings and **claim** settlements are handled. **You**, or any other person insured under the **policy**, must give all information and help which **we** require.

3. Fraudulent claims

If **you** or any person entitled to cover under this **policy** makes a **claim** knowing it to be false or fraudulent in any way, or if damage is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf, then all cover under the **policy** will be forfeited.

If a fraudulent **claim** is made **we**:

- will not pay the **claim**;
- may declare the **policy** void and cancel it without returning **your** premium;
- will not pay any other **claim** which has been made or is due to be made under the **policy** and ask **you** to pay the amount of any **claim** already paid under the **policy** since it started or was last renewed; and
- may tell An Garda Síochána and other insurers about the circumstances.

4. Disputes between you and us

Any dispute relating to a **claim** between **you** and **us** under this **policy** must be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us** but if we cannot agree, an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. If the disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

Note: This condition does not affect **your** right to refer **your** case to the office of the Financial Services Ombudsman. For details of how to make a complaint, please refer to "Introduction to your policy" at the beginning of this document.

General exceptions of the policy

We will not pay for the following.

1. Radioactive contamination

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from:

- a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof,
- c. any weapon or tool using atomic or nuclear fission or fusion or other similar reaction or radioactive force or material,
- d. any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material.

2. War

Any loss, damage, cost, expense, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Terrorism

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from:

- a. An act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

We define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b. Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

We define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If **we** allege that, by reason of this general exception, any loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary shall be on **you**. In the event that any part of this general exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. Cyber risks

Any loss, damage, cost, expense, liability or injury from the loss of, or damage to, or a change in, or a reduction in the ability to work, availability or operation of:

1. a computer system,
 2. hardware,
 3. program,
 4. software,
 5. data,
 6. information repository,
 7. microchip,
 8. integrated circuit or similar device in computer equipment or non-computer equipment,
- caused by or resulting from the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code.

A damaging code can include but is not limited to:

- computer virus,
- logic bomb,
- trojan horse, or
- a deletion, corruption or defamation of the original structure.

5. Wear and tear, loss in value or gradually operating cause

Any loss or damage arising from wear, tear, rust or corrosion, gradual loss in value or anything happening gradually, including damage caused by gradual water damage from faulty seals or grouting, the upkeep costs or normal decoration, mildew, rising damp, dry or wet rot, moth, vermin, insects, atmospheric or weather conditions.

6. Confiscation

Any loss or damage due to confiscation, seizure or destruction by order of any government, public or local authority or any party with a financial interest in the insured property.

7. Deliberate or existing damage

Any loss or damage caused on purpose by a member of **your family** or **household** or arising prior to the first **period of insurance**.

8. Faulty workmanship, design or materials

Any loss or damage caused by faulty workmanship or design, or the use of faulty materials, or loss or damage resulting from them.

9. Deception

Any loss or damage to any property where the property was obtained by any person using any form of payment which is found to be fake, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

10. Losses caused by works being carried out

Any loss, damage, cost, expense, liability or injury arising directly in connection with any works of construction, reconstruction, structural alterations, demolition or extensions to the **home** and domestic outbuildings.

11. Sonic bangs

Any loss, damage, cost, expense, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

Section 1A – Buildings cover

Your policy covers loss or damage to the **buildings** caused by the insured risks shown below. The cover provided is subject to the terms, conditions, limitations and exceptions of this **policy**. Under this section **we** will pay up to the **buildings** sum insured as stated on the **schedule** for all loss or damage to the **buildings**.

| What is covered | What is not covered |
|--|--|
| 1 Fire, smoke, explosion, lightning, thunderbolt, earthquake | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by smog, agricultural or industrial work or by anything that happens gradually. |
| 2 Storm, flood | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by frost, subsidence or landslip. • Loss or damage to fences, gates and hedges. • Loss or damage to roofs built with torch-on felt more than 10 years old or other felt which is more than five years old. |
| 3 Theft or attempted theft | <ul style="list-style-type: none"> • The excess. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. • Loss or damage where the building or part of it is lent, let or sublet unless force and violence is used to get into the buildings. • Loss or damage where the important security requirements have not been complied with. |
| 4 Escape of water from any fixed water or heating installation or domestic appliance | <ul style="list-style-type: none"> • The excess. • Loss or damage to any part or appliance from which the water leaked if this was caused by wear, tear or gradual deterioration. • Loss or damage caused by water leaking from shower units and baths through faulty seals and grouting. • Loss or damage caused by subsidence, ground heave, landslip, wet or dry rot. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. |
| 5 Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism | <ul style="list-style-type: none"> • The excess. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. • loss or damage where the building or part of it is lent, let or sublet unless force and violence is used to gain access to the buildings. |

| What is covered | What is not covered |
|--|--|
| <p>6 Heating oil leaking from your domestic fixed oil installation</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage to any part or appliance from which the heating oil leaked if this was caused by wear, tear or gradual deterioration. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. • If you hire an environmental remediation expert or contractor without our prior agreement we will not cover any loss or damage caused by leaking of oil or pollution. We have the right at all times to appoint a suitable expert or contractor of our own choice. |
| <p>7 Impact with any of the buildings by any road vehicle, or animal, or aircraft and other aerial devices (for example satellites) or articles dropped from them</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by any domestic animal. |
| <p>8 Television and radio receiving aerials, satellite dishes, aerial fittings and masts breaking or falling</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage to the actual aerial, satellite dish or mast itself and any fittings attached to it. |
| <p>9 Falling trees or parts of trees</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by felling or lopping trees carried out by you or on your behalf. • Loss of or damage to fences, gates and hedges. |
| <p>10 Subsidence or ground heave of the site on which the home stands or landslide</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by coastal, river or lake erosion. • Damage by bedding down of any buildings or the settlement of made-up ground or landfilled sites. • Loss or damage if you know that any of the property on the site has already been damaged by land movement and you have not told us about it. • Loss or damage arising from faulty workmanship, faulty design, the use of faulty materials or inadequate drains or drainage systems, inadequate foundations or chemical reaction. • Damage arising from the movement of solid floors or floor slabs unless the foundation of the external walls is damaged at the same time and by the same cause. • Loss or damage arising from structural alterations, demolition, repairs or extensions to buildings. • Loss or damage to swimming pools, terraces, patios, decking, drives, footpaths, walls, gates or fences, drainage pipes, waste pipes and sewers, unless the structure of the home is also damaged at the same time. |

| What is covered | What is not covered |
|---|---|
| <p>11 Accidental damage to buildings</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. • Loss or damage while any part of the home is lent, let or sublet or if any part of the buildings is used for business or professional use. • Loss or damage caused by wear and tear or gradual deterioration, domestic pets, insects, vermin, rust, mildew, fungus, weather conditions, light, any process of heating, drying, cleaning, decorating, alteration or repair, misuse, electrical or mechanical breakdown. • Loss or damage caused by faulty workmanship or design, the use of faulty materials, or loss or damage resulting from them. • Loss or damage caused by scratching, scraping or denting. • Loss or damage arising from structural alterations, demolition, repairs or extensions to the buildings. • Loss or damage which comes within the terms of any exclusion or limitation set out in this policy including but not limited to the insured risks described under items 1 to 12 of this section - 1A. |
| <p>12 Debris removal, architect fees, building regulations</p> <p>Where there has been loss or damage which is covered under items 1 to 11 of Section 1A of this policy, we will also pay for the necessary and reasonable costs:</p> <ol style="list-style-type: none"> a. to demolish, dismantle, remove debris and or shore up the buildings; b. for architect, surveyor and legal fees to which we have agreed are necessary to reinstate the buildings; c. to comply with any government, local authority, building or other regulation but only so far as these apply to the damaged parts of the buildings. <p>The most we will pay under this heading 'Debris removal, architect fees, building regulations' is 15% of the sum insured on buildings.</p> | <ul style="list-style-type: none"> • Any costs which we have not agreed to in writing. • Any costs or fees for preparing any claim under this policy. • Any costs in complying with any building or other regulations for which a notice was received before the loss or damage occurred or which apply to an undamaged part of the building. |

| What is covered | What is not covered |
|---|--|
| <p>13 Underground pipes and cables</p> <p>We will pay for accidental damage to underground pipes and cables extending from your home to the public mains for which you are legally responsible.</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage occurring more than 15 metres from the home. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. • Loss or damage which comes within the terms of any exclusion or limitation set out in this policy including but not limited the insured risks described under items 1 to 12 of this section - 1A. • Loss or damage arising from structural alterations, demolition, repairs or extensions to the home. • Loss or damage arising from faulty workmanship, faulty design, the use of faulty materials or inadequate drains or drainage systems, inadequate foundations or chemical reaction. |
| <p>14 Accidental breakage of fixed glass and sanitary fittings</p> <p>We will pay for the accidental breakage of:</p> <ol style="list-style-type: none"> a. fixed glass in windows, doors and fanlights; b. fixed washbasins, pedestals, baths, sinks, splashbacks, showertrays, bidets, toilet pans, cisterns and similar sanitary fixtures. | <ul style="list-style-type: none"> • The excess. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. |
| <p>15 Alternative accommodation</p> <p>If the home cannot be lived in because of damage from any insured risk covered under items 1 to 11 of Section 1A of this policy, we will pay for the reasonable extra expenses you necessarily incur for similar alternative accommodation for you and members of your family.</p> <p>The most we will pay under this heading 'Alternative accommodation' is 10% of the sum insured on buildings.</p> | <ul style="list-style-type: none"> • Extra expenses which arise from the work of reinstatement being delayed by you or any person acting on your behalf. • Extra expenses arising where the home is not being used as your primary place of residence. • Expenses you pay or agree to pay without our written permission. |
| <p>16 Purchaser's interest</p> <p>If you are selling your home, the buyer will have the benefit of the cover under Section 1A - Buildings up to the date of the completion of the sale.</p> | <ul style="list-style-type: none"> • This cover will not apply if the buildings are covered by another policy. |

| What is covered | What is not covered |
|---|--|
| <p>17 Fire brigade charges</p> <p>We will pay fire brigade charges up to €2,000 for dealing with any fire which results in a claim for loss or damage to the buildings caused by an insured risk described under items 1 to 11 of this section – 1A.</p> | <ul style="list-style-type: none"> • Charges where a claim is made under Section 1B - Contents of this policy. • Any amount over €2,000. |
| <p>18 Property owner's liability</p> <p>We will provide you with cover for amounts you or your family who live with you legally have to pay for:</p> <ol style="list-style-type: none"> 1. Accidental bodily injury, death or disease to any member of the public or accidental damage to their property arising in your capacity as owner of the home. 2. Accidental bodily injury, death or disease to a person you employ to carry out maintenance, repairs or decoration to your home arising from owning the home at the address shown in the schedule. <p>Cover is not provided under this heading 'Property owner's liability' for personal liability or as occupier of the home. Cover for these liabilities can be purchased under Section 4.</p> <p>The most we will pay under this heading or under this policy in respect of any one claim will not exceed €2,600,000 inclusive of all legal costs, fees and expenses.</p> <p>In the event of your death, we will provide cover to your personal legal representatives for your liabilities so long as they observe, fulfil and are subject to the terms, exceptions and conditions of this policy in so far as they apply.</p> | <ol style="list-style-type: none"> 1. Liability accepted under contract which would not exist only for the contract. 2. Liability directly or indirectly caused by pollution or contamination of buildings, structures, water, land or atmosphere unless it is caused by: <ol style="list-style-type: none"> a. a sudden unexpected act which can be identified, b. oil leaking from a domestic installation. <p>Where liability cover is provided for pollution and contamination the most we will pay for any one event is €130,000 including all legal costs, fees and expenses.</p> 3. Liability arising in connection with owning, possessing or using any other land, buildings or structures other than the home shown in the schedule. 4. Injury or damage arising out of or in connection with any profession, trade or business including letting accommodation. 5. Injury or damage arising out of using lifts, or mechanically propelled vehicles other than pedestrian controlled gardening tools or ride on lawnmowers used at the home shown in the schedule in situations where cover for liability to others under the Road Traffic Acts does not apply. 6. Liability for injury arising in connection with construction, reconstruction, structural alterations or repair works. 7. Liability arising in connection with felling or lopping trees. 8. Death, disease or bodily injury to any member of your family or your household. 9. Damage to property belonging to or in the custody or control of you or any member of your family or household. 10. Liability arising from asbestos and asbestos dust. |

Section 1B - Contents cover

Your policy covers loss or damage to the **contents** caused by the insured risks shown below. The cover provided is subject to the terms, conditions, limitations and exceptions of this **policy**. Under this section **we** will pay up to the **contents** sum insured as stated on the **schedule** for all loss or damage to the **contents**.

| What is covered | What is not covered |
|--|---|
| 1 Fire, smoke, explosion, lightning, thunderbolt, earthquake | <ul style="list-style-type: none"> The excess. Loss or damage caused by smog, agricultural or industrial work or by anything happening gradually. |
| 2 Storm, flood | <ul style="list-style-type: none"> The excess. Loss or damage caused by frost, subsidence or landslip. Loss or damage to fences, gates and hedges. Loss or damage to roofs built with torch-on felt which are more than ten years old or other felt which is more than five years old. |
| 3 Theft or attempted theft | <ul style="list-style-type: none"> The excess. Loss or damage which happens while the home is unfurnished or unoccupied for more than 30 consecutive days immediately before the loss event. Loss or damage where the buildings or part of it is lent, let or sublet unless force and violence is used to gain access to the buildings. Loss or damage where the important security requirements have not been complied with. |
| 4 Escape of water from any fixed water or heating installation or domestic appliance | <ul style="list-style-type: none"> The excess. Loss or damage to any part or appliance from which the water leaked if this was caused by wear, tear or gradual deterioration. Loss or damage caused by water leaking from shower units and baths through faulty seals and grouting. Loss or damage caused by subsidence, ground heave, landslip, wet or dry rot. Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss. |
| 5 Riot, civil commotion, strikes, labour disturbances, malicious persons or vandalism | <ul style="list-style-type: none"> The excess. Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. Loss or damage where the building or part of it is lent, let or sublet unless force and violence is used to gain access to the buildings. |

| What is covered | What is not covered |
|---|---|
| <p>6 Heating oil leaking from your domestic fixed oil installation</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage to any part or appliance from which the heating oil leaked if this was caused by wear, tear or gradual deterioration. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. • If you hire an environmental remediation expert or contractor without our prior agreement we will not cover any loss or damage caused by leaking of oil or pollution. We have the right at all times to appoint a suitable expert or contractor of our own choice. |
| <p>7 Impact with any of the buildings by any road vehicle, or animal, or aircraft and other aerial devices or articles dropped from them</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by any domestic animal. • Loss or damage unless the buildings are damaged at the same time and by the same cause. |
| <p>8 Breakage or falling of television and radio receiving aerials, satellite dishes, aerial fittings and masts</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage to the aerial, satellite dish or mast itself and any fittings attached to it. • Loss or damage unless the buildings are damaged at the same time and by the same cause. |
| <p>9 Falling trees or parts of trees</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage caused by felling or lopping trees carried out by you or on your behalf. • All loss or damage unless the buildings are damaged at the same time and by the same cause. |
| <p>10 Subsidence or ground heave of the site on which the home stands or landslide</p> | <ul style="list-style-type: none"> • The excess. • Loss or damage unless the buildings are damaged at the same time and by the same cause. |
| <p>11 Accidental breakage of fixed glass and sanitary fittings</p> <p>We will pay for the accidental breakage of:</p> <ol style="list-style-type: none"> fixed glass in windows, doors and fanlights; fixed washbasins, pedestals, baths, sinks, splashbacks, showertrays, bidets, toilet pans, cisterns and similar sanitary fixtures. | <ul style="list-style-type: none"> • The excess. • Loss or damage which happens while the home is unfurnished or is unoccupied for more than 30 consecutive days immediately before the loss event. |
| <p>12 Fire brigade charges</p> <p>We will pay fire brigade charges up to €2,000 for dealing with any fire which results in a claim for loss or damage to the contents caused by an insured risk described under items 1 to 11 of this section – 1B.</p> | <ul style="list-style-type: none"> • Charges where a claim is made under Section 1A – Buildings of this policy. • Any amount over €2,000. |

Optional benefits under Section 1

You may be able to choose to pay more to include the following optional extra covers under **your policy**. If an optional extra cover is included under **your policy** it will be specifically noted in **your schedule**. If it is not noted then the additional cover will not apply.

1. Accidental damage to contents

If you make a **claim** under this optional extra, it will affect **your** no claim discount.

| What is covered | What is not covered |
|--|---|
| <p>The insurance in force under Section 1B of this policy extends to cover you for accidental damage to contents in the home at the address shown in the schedule</p> | <ul style="list-style-type: none"> • The excess. • Damage to glass, earthenware or china. • Damage occurring in any part of the buildings which may be lent, let or sublet. • Damage arising from wear and tear, gradual deterioration, action of light or weather (other than storm), moths, vermin or any process of cleaning, repairing, dyeing or restoring, mechanical or electrical defect. • Damage or corruption of data or programs. • Chewing, scratching, tearing or fouling by pets. • Loss or damage which comes within the terms of any exclusion or limitation set out in this policy including but not limited to the insured risks described under items 1 to 12 of this section - 1B. • Damage to: <ol style="list-style-type: none"> a. jewellery, b. watches, c. furs, d. musical instruments, e. cameras, camcorders, f. contact lenses, spectacles, hearing aids, g. mobile phones, h. sporting guns, i. food, drink or plants, or j. works of art. |

2. Theft of garden furniture and contents in the open

We will pay up to €650 for each **claim** for theft of garden furniture and items of **contents** in the open within the boundary of the site on which the **home** stands.

If **you** make a **claim** under this optional extra, it will not affect **your** no claim discount and will not be subject to the **policy excess**.

3. Energy efficiency benefit

Buildings

This will extend **your** cover to include the additional cost of reinstating or repairing the **buildings** in a manner which improves the energy efficiency of the residential part of **your home**. For example by using more effective insulation or a more efficient heating system. It extends the cover provided under Section 1 of the **policy** and will apply in addition to the provisions outlined under "How we will settle your claim" in this document.

It is important to note that the most **we** will pay under this benefit is an additional 15% of any agreed **claim** settlement for damage to **buildings** (this is the settlement amount excluding this benefit) up to a maximum amount of €25,000.

Any technologies, materials and measures involved must comply with Sustainable Energy Authority of Ireland approved guidelines on improving energy efficiency in houses.

Contents

The basis of settlement in respect of **claims** under **contents** for electrical household appliances which cannot be economically repaired and require a full replacement will be with an equivalent appliance which has an energy rating of "A".

Section 2 – Home emergency assistance – 1890 583 583

This cover can be purchased as an optional extra under our home **policy**. **Your schedule** will confirm if this benefit applies to **your policy**. If it is not noted then there is no cover under this section.

If **you** make a **claim** under this optional extra, it will not affect **your** no claim discount and will not be subject to the **policy excess**.

Home emergency assistance provides a 24 hours, 365 days a year service, through **our** service provider Mapfre Assistance Agency Ireland, in the **event** of a household emergency. **You** must call the assistance number provided to notify **us** of **your** emergency and **we** will only be responsible for expenses incurred with **our** prior approval.

If the **home** has been broken into **you** should notify An Garda Síochána prior to calling the home emergency assistance line.

An emergency is an unexpected or sudden **event** resulting in damage to the **home** which requires immediate action to make it safe and secure it against further loss or damage.

Your excess will not apply to a **claim** made under this section.

It is important that **you** give the following information when calling the Home emergency assistance service.

- a. **Your** home and mobile telephone number.
- b. **Your** full home address.
- c. **Your policy** number.
- d. A description of the problem.

Events insured:

Section A – Emergency services

Emergency repairs are the repairs necessary to make the **home** safe and secure it against further loss or damage following an unexpected or sudden occurrence which results in damage needing immediate action.

We will provide an emergency repair service to secure the **home** and prevent further loss or damage from happening, following an emergency arising from one of the following **events**:

1. Broken or damaged piping, leaks from sanitary fixtures and fittings and fixed water installations within the **home**.
2. Failure of the electrical supply within the **home** due to a fault or damage to the electrical installation inside the **home**.
3. The **home** being made insecure or if entry is obstructed due to:
 - loss of keys,
 - damage to locks,
 - as a result of theft,
 - any other accidental cause, or
 - in the event a child has locked themselves in a room.
4. Storm damage or any other **accidental damage** to the roof which renders the **home** insecure.
5. Broken glass in outside windows or doors which makes the **home** insecure.

Cover provided

We will pay the cost of the callout, labour and materials which are necessary for the emergency repair work, up to a maximum amount of:

1. €200 for each emergency, and
2. €254 for glazing.

If the repairs cost more than these amounts **you** will be responsible for paying the difference. If **you** have a valid **claim** under Section 1 **we** will refund any repair cost **you** pay.

Exclusions to Section A

We will not pay for:

1. The repair of damage arising from seepage, leaking or dampness even as a result of breakage or damage of the piping or other installation.
2. The repair of air conditioning installations, electrical showers, water filtration units, jacuzzis, drains and septic tanks outside the **home**.
3. Repair to lighting, including bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances.
4. Alarm or telephone systems.
5. Any work to:
 - inside doors or fittings,
 - outside doors not leading directly to the **home**,
 - mechanical shutters or automatic garage doors,
 - double glazed units where one pane has remained intact,
 - any **home** in the course of construction or under refurbishment or renovation.

Section B - Follow up services

When **we** have carried out an emergency repair covered under Section A **we** will also provide the following benefits.

1. Urgent message relay - when an emergency occurs within the **home**, **we** will pass on an urgent message to a family member at home or abroad.
2. Essential information - if **you** need the number of an essential service urgently, simply call 1890 583 583 and **we** will provide the contact number for services like a hospital, garda station, fire brigade or 24 hour pharmacy.

Exclusions common to Section A and B

We will not pay for:

1. Any work other than emergency repair as specified.
2. Any work undertaken which is not within the **home**.
3. Any costs incurred without **our** prior approval.

4. An emergency brought about by an avoidable or deliberate act committed by anybody lawfully in or about the **home**.

5. Damage to **your contents**.

The general **policy** exclusions will apply to the cover provided under this section.

Conditions common to Section A and B

We will only provide the home assistance benefits described in the **policy** once **you** have complied with all its terms and conditions.

- a. **We** will not pay any benefit unless **you** have notified **us** by calling the contact number and **we** have authorised assistance.
- b. **You** must quote **your policy** number when calling for assistance and then produce relevant identification on the request of the operator, tradesman or any other of **our** agents.
- c. If **you** cancel this **policy** **we** will not refund the Home emergency assistance premium.
- d. **You** cannot transfer the benefits of this **policy** to anyone else.
- e. **You** should keep the **home** in a good state of repair.
- f. **You** will need to replace or repair any parts of the **home** which are failing or showing signs of wear and tear as soon as possible after **you** notice a problem.
- g. **Our** Home emergency assistance cover is limited to a maximum of 3 emergency assists in any one 12 month **period of insurance**. After the third assist, **your** Home emergency assistance cover no longer provides any protection.
- h. While **we** do **our** best to arrange prompt service for all emergencies, the service levels cannot be guaranteed at times of severe weather conditions which last for a long period of time such as bad storms. At these times there may be a foreseeable likely shortage of tradespersons available to deal with individual emergencies.
- i. This section provides home emergency assistance only. It does not replace the cover provided by Section 1 and does not provide for the cost of normal wear, tear, depreciation or general maintenance.

Section 3 – All risks cover for items carried outside your home

All risks cover is included under **your policy** if it is specifically noted in **your schedule**. If it is not noted then there is no cover under this section.

The **policy excess** will not apply to any **claim** made under this section. If a **claim** is made under this section it will affect **your** no claim discount. In the **event** of a **claim** **you** must provide us with satisfactory evidence that **you** owned the missing item, of its value and details surrounding its loss.

| What is covered | What is not covered |
|---|--|
| <p>At our option we will reinstate, repair, replace or pay an amount in the event of loss or damage to the items noted in the schedule, which happens during the period of insurance:</p> <ul style="list-style-type: none"> a. in Ireland or anywhere within the continent of Europe, b. for up to 60 days in the rest of the world. <p>You can choose cover for the items numbered below and if cover applies the items will be noted in your schedule.</p> <p>Item 1 – Unspecified items of jewellery. We will pay up to the sum insured noted in the schedule but no more than €1,300 for any one item of unspecified jewellery.</p> <p>Item 2 – Personal effects. We will pay up to the sum insured noted in the schedule but no more than €1,300 for any one item of unspecified personal effects.</p> <p>Item 3 – Personal money. We will pay up to the sum insured noted in the schedule for loss of money within the continent of Europe which happens during the period of insurance.</p> <p>Item 4 – Specified items. We will pay up to the sum insured for each specified item described in the schedule.</p> | <ul style="list-style-type: none"> a. Loss or damage due to theft or attempted theft in which you or any member of your family or household is involved. b. Loss or damage if customs or another official authority has legally taken, destroyed or held your property. c. Breakage of glass or brittle items (other than jewellery). d. Damage caused by over-winding, denting, or internal damage to watches or clocks (other than damage caused by fire or thieves). e. Loss or damage arising from moth, mildew, wear and tear, mechanical or electrical breakdown, inherent defect, faulty workmanship, faulty design or the use of faulty materials, anything that happens gradually or from the actual process of cleaning, dyeing, restoring or altering of any items. f. Unless you have provided us with a valuation, we will not cover any specified item with a value of more than €3,000. g. Any item more specifically insured or any amount that you cannot recover from a more specific insurance policy because the insurer refuses or reduces a claim. h. Stealing from any unattended motor vehicle unless from a vehicle glove compartment or locked boot. i. Property held or used for any profession, business or employment. j. Bicycles. |

Items of Jewellery valued in excess of €7,500

Cover is provided for items of jewellery valued at more than €7,500 so long as the item is kept in a domestic safe while not being worn. Where the item of jewellery is a ring with claws holding diamonds or other precious materials, cover is subject to the ring being inspected at least once every two years by a reputable jeweller and any defects being repaired immediately.

Section 4 – Personal liability protection

The **policy excess** will not apply to any **claim** made under this section. If a **claim** is made under this section it will affect **your** no claim discount.

| What is covered | What is not covered |
|--|---|
| <p>We will provide you with cover for amounts you or your family who live with you legally have to pay for accidental bodily injury, death or disease to any person or damage to property arising:</p> <ol style="list-style-type: none"> 1. in a personal capacity, 2. as occupier of the home at the address shown in the schedule, 3. from your employing a domestic employee, child-minder, carer or home help at the home shown in the schedule. <p>The most we will pay under this section for any one claim is €2,600,000 inclusive of all legal costs, fees and expenses.</p> <p>In the event of your death, we will provide cover to your personal representatives, for your liabilities, so long as they observe, fulfil and be subject to the terms, exceptions and conditions of the policy in so far as they apply.</p> | <ol style="list-style-type: none"> 1. Liability accepted under contract which would not exist only for the contract. 2. Liability directly or indirectly caused by pollution or contamination of buildings structures, water, land or atmosphere unless it is caused by: <ol style="list-style-type: none"> a. a sudden unexpected act which can be identified, b. oil leaking from a domestic installation. <p>Where liability cover is provided for pollution and contamination the most we will pay for any one event is €130,000 including all legal costs, fees and expenses.</p> <ol style="list-style-type: none"> 3. Liability arising in connection with the ownership or possession of any land, buildings or structures, other than the insured buildings. 4. Liability for injury or damage arising out of or related to any profession, trade or business. 5. Injury or damage arising out of the use of lifts or mechanically propelled vehicles, other than pedestrian controlled gardening tools or ride on lawnmowers used at the home at the address shown in the schedule in situations where cover for liabilities to others under the Road Traffic Acts does not apply. 6. Liability for injury arising in connection with the carrying out of construction, reconstruction, structural alterations or repair works. 7. Liability arising in connection with dangerous tools (e.g. chainsaws, blow-torches, kango hammers, welding equipment and or any equipment requiring the use of protective clothing) which are being used other than at the home at the address shown in the schedule. 8. Liability arising in connection with felling or lopping trees. 9. Liability arising in connection with the ownership, possession or use of dogs designated as dangerous in the regulations made under the Control of Dogs Acts, where such possession or use is not in accordance with the regulations. 10. Liability in connection with the passing on of any contagious disease. 11. Liability in connection with firearms other than licensed sporting guns. 12. Bodily injury (including death and disease) to any member of your family or household. 13. Damage to property belonging to you or any members of your family or household (or in your custody or control or the custody or control of any member of your family or household). 14. Liability arising from asbestos or asbestos dust. |

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