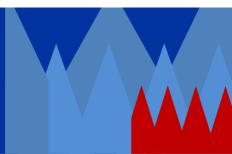




(underwritten by)





### **Broker Solutions Ireland**

#### NON-STANDARD PROPERTY PROTECT POLICY DOCUMENT

(Underwritten by Surestone Insurance dac)

#### Welcome to Broker Solutions Ireland

Thank **you** for buying a Broker Solutions Ireland policy underwritten by Surestone Insurance dac. **We** are really pleased that **you** have chosen **us** for **your** home insurance needs and **we** are confident that **you** will be satisfied with the cover and service **you** receive. This booklet contains everything **you** need to know about **your** insurance and how to contact **us**. This is **our** home insurance product. This product has been designed to allow **you** flexibility in terms of the range of cover **you** have selected to suit **your** needs as well as a range of cover, benefits and level of deductible. **Your Schedule** should be read in conjunction with **your** policy booklet, so make sure **you** keep it in a safe place.

#### **EXCEPTIONAL SERVICE**

**Our** claims service goes the extra mile and **we** are committed to doing the right thing for **you**. **We** aim to settle claims quickly and efficiently, even in the most difficult circumstances. If **you** ever need to make a claim, just call **our** friendly call centre on:

OSG Loss Adjusters: 01 2611434

Claim form (if required) can be obtained from OSG on 01 2611434

Mon. to Fri. 9am to 5pm

In the event of a claim we may appoint our own builder or other expert to undertake restitution work on a property or motor vehicle.

In the event of a dispute regarding a Claim please contact

The Manager Broker Solutions Ireland 62 O'Connell Street, Ennis, Co. Clare V95Y950 065 6897899

Padraic McNicholas CEO Broker Solutions Ireland Munster Insurance & Financial LTD T/A Broker Solutions Ireland is subject to the Consumer Protection Code 2012, which offers protection to consumers. The Consumer Protection Code can be found on the Central Bank's website at www.centralbank.ie. Munster Insurance & Financial Ltd T/A Broker Solutions Ireland is authorised by the Central Bank of Ireland under Section 10 of the Investment Intermediaries Act 1995 (As amended). Munster Insurance & Financial LTD T/A Broker Solutions Ireland is authorised as an insurance intermediary under the European Communities (Insurance Mediation) Regulations 2005 and this can be verified by the Insurance Mediation Register which is available on www.centralbank.ie. Surestone Insurance dac are the insurers and Munster Insurance & Financial LTD T/A Broker Solutions Ireland are authorised to underwrite and administer this Policy on behalf of the Company.

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We would draw your attention to Policy Exceptions and Exclusions on pages 38 and 39 of your Policy Document

Also please read fully Endorsements on pages 40 to 44 as these apply to your policy.

# Introduction

# **Broker Solutions Ireland**

#### HOLIDAY HOME PROTECT POLICY DOCUMENT

(Underwritten by Surestone Insurance dac)

#### **Contract of Insurance**

This policy has been arranged by Broker Solutions Ireland and is underwritten by Surestone Insurance dac. This is a contract between **You** and **Us**. The contract of insurance consists of two documents:

- a) A policy document that details the extent of cover applying to each of the policy sections as well as the policy conditions and exceptions; and
- b) A **Schedule** that includes details of the risk address, operative sections endorsements and clauses, cover level applying, the **Sums Insured** and the **Period of Insurance**.

Under the relevant European and Irish legal provision, the parties to this contract of insurance are free to choose the law applicable to the contract. **We** propose that Irish Law governs this contract.

Please read these documents carefully. If they do not meet **Your** requirements or if **You** have any queries regarding the cover or terms and conditions, please contact **Your** insurance broker or intermediary.

We will insure You under those sections and for the items shown in the **Schedule** as operative during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the policy have been met.

The policy, **Schedule** and any **Endorsements** should be read as if they were one document and any word or expression to which a specific meaning has been given in any part of the contract shall have the same meaning wherever it appears.

The Proposal Form/Statement of Fact is a record of the information provided by **You** and is the factual basis of this contract.

This document completed on **your** behalf by Broker Solutions Ireland or an alternative Insurance Broker or intermediary is a record of all relevant information **you** gave and declarations made by **you** at the time the insurance was arranged and on which **we** have relied when agreeing to offer this Contract of **home** insurance.

If you do not give us full and accurate information of material facts at the start, and tell us about changes, this Contract of home insurance may no longer be valid and we may cancel your policy and/or refuse to deal with any claim.

# Important Things you should know

# 1. Important Information

Please read this policy document and the **Schedule** (including endorsements) very carefully. Together with the information **you** gave **us** in the Proposal Form / Statement of Fact and declarations that **you** have made, they form the contract of **your** home insurance. **You** should pay particular attention to the general exclusions, general conditions and any **endorsements** that apply.

Please tell **Your** Insurance Broker immediately if **you** have any questions, if the cover does not meet **your** needs or if any part of **your** insurance documentation is incorrect.

# 2. Cooling-Off Period / Right To Cancel

You, the consumer, have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. To do this, you must advise Broker Solutions Ireland or your Insurance Broker. If you choose to cancel this policy during the Cooling-Off period and as long as you haven't made any claims, we will work out the premium for the period we have been insuring you and refund the balance.

# 3. The Policy is underwritten by:

Surestone Insurance dac Merrion Hall, Strand Road, Sandymount, Dublin, D04 P3C4,

Ireland

Telephone: +353 1 6601240

Surestone Insurance dac is regulated by the Central Bank of Ireland

# 4. The Policy is arranged by:

Munster Insurances & Financial Ltd t/a Broker Solutions Ireland 62 O'Connell Street,

Ennis,
Co. Clare

Telephone: +353 65 6897899

Broker Solutions Ireland is regulated by the Central Bank of Ireland

# 5. Data Protection Notice

It is important that **you** read this Data Protection Notice or that someone explains it to **you**. The Notice must be shown to any party related to the insurance. It explains how **we** may use **your** details and tells **you** about the systems and registers that **we** and others have in place which allow **us** to detect and prevent fraudulent applications and claims. **You** must tell **us** about any incident (such as an accident, fire or theft) whether or not a claim is likely to result.

When **you** tell **us** about such an incident, information relating to it will be passed to the registers. **We** may search these databases when **you** apply for insurance, at renewal or in the event of an incident or a claim,

to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. **We** may share information about **you** with other companies providing services to **us**.

Munster Insurance & Financial LTD T/A Broker Solutions Ireland in Ireland is the registered data controller in relation to personal information held by it about you for the purposes of the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003 or similar provision applying in any amending or replacing legislation. By providing information to us through our appointed brokers and/or agents, you acknowledge that you accept the practices and policies outlined in this Privacy Policy which apply to the personal information submitted by you through this website. It is your responsibility to ensure that you have obtained the permission of any such persons and have shown this notice to them to allow us to process their personal data for the purposes outlined in this notice.

#### 6. Preventing and detecting fraudulent claims history

In order to prevent and detect insurance related fraud, we may do the following at any time:

- Share information about you with other Companies providing services to us.
- Check and/or file **your** details with fraud prevention agencies, registers and databases and if **you** give **us** false or inaccurate information/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If **you** have any gueries or would like more information about Data Protection, please write to the:

Office of Data Protection Commissioners Canal House

Station Road

Portarlington

Co. Laois

Email: info@dataprotection.ie

Under the Data Protection Acts 1988 and 2003 of Ireland, **you** are entitled, if **you** pay a fee, to receive a copy of the information **we** hold about **you**.

# 7. The law which applies to the contract

Under European law and the law of the Republic of Ireland, **you** and **we** can choose the law which will apply to this contract. **We** propose that the law of the Republic of Ireland will apply.

# 8. Complaints Policy

### 1) Complaints Policy - All Policy Sections

**We** aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong.

We will do our best to deal with your complaint as effectively and quickly as possible.

**We** will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

**We** will provide **you** with the name of one or more individuals to be **your** point of contact in relation to the complaint until it is resolved or cannot be progressed further.

**We** will provide **you** with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

**We** will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control.

Where 40 days have elapsed and the complaint is not resolved, **you** can contact the relevant Financial Services Ombudsman Bureau.

Step 1	If you arranged your cover through an agent or adviser, please send your complaint to them.		
If your complaint is not sorted out to your satisfaction, please contact: Customer Services Team Broker Solutions Ireland 62 O'Connell Street, Ennis, Co. Clare Tel: +353 65 6897899 Email: enquiries@bsirl.ie Web: www.munstergroup.com			
Step 3	If for some reason you are not happy with how Broker Solutions Ireland has dealt with your complaint please then contact the following. Customer Relations Manager Surestone Insurance dac Merrion Hall, Strand Road, Sandymount, Dublin, D04 P3C4, Ireland Tel: +353 1 6601240 Email: enquiries@surestoneinsurance.ie		
If you are still unhappy and: Your complaint relates to the sales or administration of your policy, then contact: The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Web: www.financialombudsman.ie			

# 9. Insurance Act 1936 (Section 93)

All **money** which is paid or may be paid by **us** to **you** under this policy will be paid in The Republic of Ireland.

# 10. Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

# **Definitions: Meaning of Words**

Certain words in the policy have the specific meanings given below. To help **You** identify these words in the policy **We** have printed them in **bold** throughout.

Bodily injury means death, injury, illness or disease.

**Buildings** means the **Home** built with brick, stone or concrete and roofed substantially (at least 70%) with slates, tiles, concrete or other incombustible materials, including its domestic outbuildings, garages, sanitary fixtures, swimming pools (but not outdoor spas, saunas and hot tubs) tennis courts, patios, terraces, drives, footpaths, walls, gates & decks; hedges and fences, aerials, satellite aerials and their fittings and masts securely attached to the Building, fuel, septic and service tanks, landlords fixtures and fittings, to the **Buildings**, fitted, wooden or laminated flooring, built in kitchen, bathroom or bedroom units and their integrated appliances all on the same site provided they are all within the boundary of the **Home.** 

Contents means Household goods, personal belongings (including Valuable property), collections of stamps, coins or medals (up to €300), Tenant's fixtures and fittings (including interior decorations), radio and television aerials fittings and masts (including satellite dishes, receivers and ancillary equipment up to €750) on or in the Home, all belonging to or the legal responsibility of You or a member of Your Household. The maximum limit in respect of any one item is as shown in Section 5 - Table of Benefits. The following property is not included as Contents:

- Motor vehicles (other than mechanically propelled lawnmowers used for domestic purposes), caravans, trailers, aircraft, watercraft (other than rubber dinghies, canoes, sail boards and surf boards), hovercraft, or parts or accessories normally on or in any of them.
- Landlord's fixtures and fittings.
- Any living creature.
- Property owned or held in trust in connection with any business, profession or trade.
- Deeds (except as outlined in Paragraph 19, Additional Benefits: Section 2 **Contents**), bonds, bills of exchange, securities, documents, manuscripts, or **Money** of any kind.
- Property more specifically insured or any amount that You cannot recover from a more specific
  insurance because the insurer refuses or reduces the claim, or the sum insured is inadequate on a
  specified item.

Credit or debit cards mean credit, cheque, bankers or cash dispensing cards.

**Endorsement** means changes to the terms of **Your** policy that are shown on the **Schedule**.

**Excess** means the monetary amount of any claim that is not insured. There are different types of **Excess** namely a) standard excess b) Subsidence, c) Snow Load, d) Escape of Oil / Water, e) Flood, f) Storm Damage on Non-Standard Roof Portion, g) Optional Voluntary Excesses, h) Unspecified All Risks, i) Specified All Risks, j) Sports Equipment, k) Pedal Cycles and these are clearly shown on the **Schedule**. The applicable **Excess** for each cover is stated in the policy.

**Family** means **Your** spouse, common law spouse, children (including adopted and foster children), parents and siblings who normally reside in the Home.

#### Flood

 Escape of water from the normal confines of any natural or artificial watercourse (other than water tanks, apparatus or pipes) or lake, reservoir, canal or dam
 or

2. Inundation from the sea whether resulting from storm or otherwise.

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

**Geographical limits** mean Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man.

**Ground heave** means the upward expansion of the ground resulting in damage to the building foundations.

**Home** means the private dwelling, garage and outbuildings used for domestic purposes at the address shown in the **Schedule**.

**Holiday home** means a home, bungalow, or self-contained purpose-built apartment at the address shown in the **Schedule** that is not **Your** main residence and is used solely for recreational and non-business purposes.

**Household** means **Your Family** and domestic staff permanently living in the **Home**.

**Landslip** means the downward movement of sloping ground.

#### **Material Facts**

A material fact is any fact which may influence the judgement of an insurer in deciding whether to accept a risk and if so at what rate of premium to apply.

How do **you** as an Insured know what an underwriter may regard as 'material'? If in doubt as to whether some piece of information is relevant, tell **us** anyway.

**Money** means cash, cheques, postal orders, bankers drafts, travel tickets, traveller's cheques, savings stamps and certificates, premium bonds, current postage stamps, credit notes, gift tokens, luncheon vouchers, trading stamps and telephone call cards all held for social or domestic purposes.

**Paying Guests** means guests paying for short-term accommodation for Bed & Breakfast purposes. **Room to Let** means Tenants (being non-student in occupation) cohabiting the owner occupier in the home on a long term basis

**AirBnB** means professional AirBnB occasional lettings of the home which is the main residence of the insured

**Period of Insurance** means the period shown in the **Schedule**.

**Premises** means the Insured Property shown on the **Schedule** comprising of the **Buildings** and the land within the boundaries up to a maximum of 2 acres of land unless agreed by **us**.

<b>Schedule</b> means the document that gives details of the cover <b>You</b> have.
Settlement means the vertical movement of the ground surface (and therefore of foundations and structures founded upon it) arising from the Weight of the building.
Single Article Limit means the maximum amount which We will pay for any one article, set or collection unless it is specified separately on the policy
Subsidence means the downward movement within the ground independent of the building load.
<b>Sum insured</b> means the amount shown in the <b>Schedule</b> as the most that <b>We</b> will pay for claims resulting from any one incident.
<b>Tenant</b> means a person living in the <b>Home</b> under a rental or lease agreement with <b>You</b> .
<b>Tenanted</b> means a <b>Home</b> where there is a current rental or lease agreement in place and the <b>Tenant</b> continues to reside at the <b>Home</b> under that agreement.
<b>Unfurnished</b> means without sufficient furniture and furnishings for normal living purposes.
<b>Unoccupied</b> the property is deemed <b>unoccupied</b> when it has not been lived in for more than 30 consecutive days.
Untenanted means a <b>Home</b> where there is no current rental or lease agreement in place or where the <b>Tenant</b> has ceased to reside in the <b>Home</b> .
Valuable property means jewellery, items of gold, silver or other precious metals, watches, photographic equipment, binoculars, paintings, works of art, curios, antiques, furs, musical instruments, radios, televisions, other audio or video equipment and computer equipment. Unless otherwise stated on the Schedule the most We will pay is outlined in Section 5 - Table of Benefits.
Insurers/We/Us and Our means Surestone Insurance dac
You and Your means the person or people shown in the Schedule as the Insured

# **Section 1: Buildings**

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Buildings** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below and 10 where cover is shown as being included in the **Schedule**.

	Covered	Not Covered
1.	Fire, smoke, lightning, explosion or Earthquake	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog.  The Standard excess shown in the Schedule.
2.	Storm, Flood or Snow Load	<ul> <li>caused by frost, Subsidence, Ground heave or Landslip</li> <li>to gates, fences or hedges</li> <li>due to wear and tear or gradual deterioration</li> <li>for loss or damage caused by weight of snow to gutters, fascia, soffit and to garages and outbuildings.</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> <li>We will not pay for the cost of removing any fallen trees or branches unless the tree or branch has caused damage to the Buildings.</li> <li>The Standard excess shown in the Schedule For Storm, however, the excess will increase to €500 for loss or damage to any area of the Roof which is of non-standard construction.</li> <li>The Flood or Snow Load excess shown in the Schedule</li> </ul>

	Covered	Not Covered
3.	Subsidence or Ground heave of the site	Loss or damage in respect of apartment blocks
	on which the <b>Buildings</b> stand or <b>Landslip.</b>	(purpose-built or converted).
		Loss or Damage:
		caused by <b>Settlement</b> due to building
		load, bedding down, coastal, lake or river
		erosion, or erosion from the escape of
		water from any underground pipe,
		structural alterations or repairs or
		demolition, defective design and/or
		construction, defective or inappropriate
		foundations and the use of faulty
		materials,
		caused by building on made-up ground or
		filled-in land, or caused by tunnelling work
		caused by leaking underground water
		pipes or sewers
		• to walls, gates, fences, hedges, terraces,
		patios, drives, paths, tennis hard courts,
		service and septic tanks, sewers,
		swimming pools unless liability is admitted
		under the policy for loss or damage to the
		Home from the same cause occurring at
		the same time,
		to floor slabs unless the foundations
		beneath the walls are damaged at the
		same time by the same cause, associated
		with such causes arising prior to inception
		of this policy.
		caused after the <b>Home</b> is left Unoccupied  for more than 30 consecutive days.
		for more than 30 consecutive days
		<ul> <li>Loss or damage if any part of the Buildings suffered previous loss or damage by</li> </ul>
		Subsidence, Ground heave or Landslip unless it has been disclosed to and
		accepted by us.
		The Subsidence <b>Excess</b> shown on the <b>Schedule</b>
		applies to this cover
		applies to this cover

	Covered	Not Covered
4.	Stealing or attempted Stealing	<ul> <li>while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force</li> <li>caused by a member of the Household other than domestic staff</li> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>theft or attempted theft by any person lawfully on the Property</li> <li>loss or damage caused by deception, unless deception is used solely to gain entry to Your Property</li> <li>losses not reported to the police within 24 hours of discovery</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> </ul> The Standard Excess shown in the Schedule
5.	Riot, civil unrest, labour or political disturbance	The Standard <b>Excess</b> shown in the <b>Schedule.</b> Caused after the <b>Home</b> is left <b>Unoccupied</b> for more than 30 consecutive days.

	Covered	Not Covered
6.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation.	Loss or damage:  • while the home is not furnished sufficiently to be normally lived in.  • while the Home is Unfurnished  • to any fixed domestic water or heating installation due to wear and tear, rust, or gradual deterioration  • Loss or damage  • if the leak is shown to be present prior to policy inception  • to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units permanently sited hot tubs or saunas or by the ingress of water through defective or damaged seals or grouting  • loss or damage by water discharged or leaking from an automatic or manual sprinkler installation  • Caused after the home is left Unoccupied for more than 30 consecutive days  Loss or damage from Subsidence, Ground heave or Landslip that results from escape of water  The Escape of Water/Oil Excess shown on the  Schedule applies to this cover
7.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	<ul> <li>caused by Animals or Pets under Your control</li> <li>to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels</li> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> </ul> The Standard excess shown in the Schedule

Covered	Not Covered
8. Falling trees or branches, aerials, aerial fittings or masts	Loss or damage to

Covered	Not Covered
9. Accidental Damage (Options Buildings) (This extension or the Schedule shows that Accidental Damage cover for The Buildings are insur accidental damage in addition listed in 1-9 above.	<ul> <li>While Your home, or any part of it, is lent,</li> <li>You have</li> <li>Buildings)</li> <li>ed against</li> </ul> • While Your home, or any part of it, is lent, let or sublet or solely accommodating Paying Guests.

# **Settlement of Claims: Section 1 - Buildings**

**We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

With the exception of a Total Loss, **We** will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

**We** will pay the full cost of repair or reinstatement as new of the damaged part of the **Buildings** provided that the work is done without delay or at **our** option **We** will arrange for the work to be carried out.

If repair or reinstatement is not carried out **We** will pay the reduction in market value resulting from the loss or damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay.

The most **We** will pay under paragraphs 1 to 9 and 'Additional costs' below is the **Buildings Sum Insured**.

Additional costs: **We** will pay the necessary and reasonable expenses that **You** incur in reinstating the **Buildings** following loss or damage insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others,
- the cost of clearing the site and making it and the Home safe,
- the cost of complying with any government or local authority requirement following loss or damage unless **You** were given notice of the requirement before the loss or damage.

**We** will deduct an amount for wear and tear for fixed floor or wall coverings over 36 months old.

# We will not pay:

- fees for preparing a claim under this section
- costs in respect of undamaged parts of the **Buildings** (except the foundations of the damaged parts)

**Mortgage clause**: The interest of the mortgagee shall not be prejudiced by any act or neglect 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.

# Selling your home

If **You** are selling **Your home**, **We** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the policy.

Additional Benefits: Section 1 - Buildings
PROVIDED BUILDINGS ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS SHOWN IN THE **SCHEDULE** APPLY

	Covered	Not Covered
10.	Accidental breakage of fixed glass in windows, doors, roofs, conservatories, porches, ceramic hobs or tops of cookers and fixed sanitary ware in the <b>Home</b> The limits provided under this section are shown in Section 5 - Table of Benefits	<ul> <li>To any item broken or cracked at the commencement of this insurance.</li> <li>while the home is not furnished sufficiently to be normally lived in</li> <li>While the Home is Unfurnished.</li> <li>By vandals or malicious persons lawfully on the Premises.</li> <li>To ceramic hobs or tops in moveable cookers <ul> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> </ul> </li> <li>The Standard excess shown in the Schedule</li> </ul>
11.	Accidental damage to Service Pipes and cables, underground pipes or underground tanks servicing the or underground tanks servicing the <b>Home</b> The limits provided under this section are shown in Section 5 - Table of Benefits	<ul> <li>Wear and tear rust or gradual deterioration.</li> <li>Loss or damage to Buildings or Contents.</li> <li>To Septic Tanks or domestic wastewater treatment systems unless it has been registered with The EPA as part of their national inspection plan</li> <li>while the home is not furnished sufficiently to be normally lived in</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> </ul> The Standard excess shown in the Schedule
12.	3.Trace and Access Cost to remove or replace any part of the <b>Buildings</b> necessary to repair any fixed domestic water or heating installation where water or oil has escaped The limits provided under this section are shown in Section 5 - Table of Benefits	Loss or damage:  To the item from which the escape occurred  Caused after the home is left unfurnished or unoccupied for more than 30 consecutive days

**13.** Alternative Accommodation; If the **Home** is made uninhabitable by damage from any event insured by this section, **We** will pay for:

### If You have Buildings cover:

- I. rent **You** would have received (provided **You** have notified **us** and the policy has been extended to cover this use)
- II. the reasonable extra cost of comparable alternative accommodation if **You** occupy the **Home** If **You** have **Contents** cover:
  - I. the reasonable extra cost of comparable alternative accommodation if You occupy the Home
  - II. the reasonable cost of temporary storage of furniture but only during the period necessary to reinstate the **Home** to a habitable condition. The work of reinstatement or repair must be done without delay.
    - The limits provided under this section are shown in Section 5 Table of Benefits

# **14.** Fire Brigade Charges

I. Charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the **Buildings** or **Contents** in circumstances which have given rise to a valid claim under this policy.

The limits provided under this section are shown in Section 5 - Table of Benefits

# **Section 2: Contents**

Unless otherwise stated the standard **Excess** shown in the **Schedule** applies to all claims under this section.

The **Contents** are insured for the amounts shown in the **Schedule** against loss or damage caused by the events listed 1 - 9 in the table below and 10 where cover is shown as being included in the **Schedule**.

	Covered		Not Covered
1.	Fire, smoke, lightning, explosion earthquake	or	Smoke damage caused by agricultural or industrial operations, any gradual operating cause or smog.  The Standard excess shown in the Schedule
2.	Storm, Flood or Snow Load		<ul> <li>Loss or damage: <ul> <li>caused by frost</li> <li>caused by water entering Your Home due to wear, tear or deterioration</li> <li>loss or damage to drives, patios and terraces, gates and fences, swimming pools, tennis courts</li> <li>for property in the open</li> <li>loss or damage caused by rising water table levels</li> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> </ul> </li> <li>The Standard excess shown in the Schedule for Storm</li> <li>The Flood or Snow Load excess shown the Schedule.</li> </ul>

	Covered	Not Covered
3.	Subsidence or Ground heave of the site on which the <b>Buildings</b> stand or Landslip.	Caused by Settlement due to building load, bedding down, coastal, lake or river erosion, or erosion from the escape of water from any underground pipe, structural alterations or repairs or demolition, defective design and/or construction, defective or inappropriate foundations and the use of faulty materials  caused by building on made-up ground or filled-in land, or caused by tunnelling work  to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, service and septic tanks, sewers, and swimming pools unless liability is admitted under the policy for loss or damage to the Home from the same cause occurring at the same time to floor slabs unless the foundations beneath the walls are damaged at the same time by the same cause.  associated with such causes arising prior to inception of this policy.  while the home is not furnished sufficiently to be normally lived in.  Caused after the home is left Unoccupied for more than 30 consecutive days  Loss or damage if any part of the Buildings suffered previous loss or damage by Subsidence, Ground heave or Landslip unless it has been disclosed to and accepted by us.  The Subsidence Excess shown on the Schedule applies to this cover.

	Covered	Not Covered	
4.	Stealing or attempted stealing	<ul> <li>while any part of the Home is lent, let or sub-let, unless entry to or exit from the Home is made using violence and force</li> <li>caused by a member of the Household other than domestic staff</li> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>theft or attempted theft by any person lawfully on the Property</li> <li>loss or damage caused by deception, unless deception is used solely to gain entry to Your Property</li> <li>losses not reported to the police within 24 hours of discovery</li> <li>resulting from any stealing or attempted stealing that does not involve force and violence to get in or to get out of Your Home</li> <li>Any Amount that is over €500 or 2.5% of the contents whichever is greater within detached domestic outbuildings and garages.</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> <li>The Standard excess shown in the Schedule.</li> </ul>	
5.	Riot, civil unrest, labour or political disturbance	<ul> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>for loss or damage caused by Your Tenant, guest or visitor</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> <li>The Standard Excess shown in the Schedule</li> </ul>	

	Covered	Not Covered
6.	Escape of water or oil from or the bursting of any fixed domestic water or heating installation. The limits provided under this section are shown in Section 5- Table of Benefits.	<ul> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> <li>The Escape of Water/Oil Excess shown in the Schedule</li> </ul>
7.	Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them, or by animals	<ul> <li>caused by Animals or Pets under Your control</li> <li>to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels</li> <li>while the home is not furnished sufficiently to be normally lived in.</li> <li>Caused after the home is left Unoccupied for more than 30 consecutive days</li> <li>The Standard Excess shown in the Schedule</li> </ul>
8.	Falling trees or branches, aerials, aerial fittings or masts	The cost of removing fallen trees unless the buildings are damaged when the tree fell Loss or Damage  • to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels.  • while the home is not furnished sufficiently to be normally lived in.  • Caused after the home is left Unoccupied for more than 30 consecutive days  The Standard Excess shown in the Schedule

	Covered	Not Covered
9.	Accidental Damage (This extension only applies if the Schedule shows that You have Accidental Damage cover for Contents) The Contents are insured against accidental damage in addition to the perils listed in 1-9 above.	Contents lost in the home Damage to clothing (including furs), hearing aids, contact lenses, money, stamps, coins or medals, food or drink. Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. Damage caused by or arising from:  • Wear and tear or gradual deterioration, gradually operating causes, • Misuse or breakdown • Insects, parasites or vermin • Corrosion, fungus, mildew or rot • Atmospheric or climatic conditions, frost or the action of light • Alteration, repair, maintenance, restoration, dismantling, renovation, decoration or breakdown • renovation, decoration or breakdown, belonging to You or a member of Your Household • Any process of cleaning, drying, dyeing, heating or washing • Faulty design or workmanship or the use of faulty materials • Demolition, structural alteration or structural repair of the Buildings For damage to contents within garages and outbuildings • while the home is not furnished sufficiently to be normally lived in. • Caused after the home is left Unoccupied for more than 30 consecutive days Damage to any part of the Home which is lent, let or sub-let or solely accommodating Paying Guests Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of this section. The Standard Excess shown in the Schedule

# **Settlement of Claims: Section 2 - Contents**

**We** will not pay any cost relating to the replacement of, or work on, any undamaged or remaining items which form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design when the loss or damage is restricted to a clearly identifiable area or to a specific part and replacements cannot be matched.

We will automatically reinstate the **Sum insured** from the date of payment of any claim unless **We** give **You** written notice to the contrary before payment. In addition to any other action **We** may take, **We** reserve the right to proportionately reduce the amount payable on a claim if **You** received a premium reduction as a result of providing inaccurate information.

We will pay the full cost of replacement as new or repair of the **Contents** lost or damaged or at **our** option We will replace the **Contents** or arrange for the repair work to be carried out.

However, **We** will deduct an amount for wear and tear:

- for clothing, furs and linen
- for floor coverings over 36 months old

The most **We** will pay under paragraphs 1 to 9 is the **Contents Sum insured** but see the limitations in the Definitions - Meaning of Words with regard to collections of stamps, coins or medals, satellite dishes, receivers and ancillary equipment and **Valuable property** 

# **Additional Benefits: Section 2 - Contents**

PROVIDED **CONTENTS** ARE INSURED UNDER THIS POLICY THE FOLLOWING ADDITIONAL COVERS BASED ON THE POLICY STAR RATING SHOWN IN THE **SCHEDULE** APPLY

	Covered	Not Covered
10.	Accidental breakage while in the Home of mirrors, plate glass tops to furniture or fixed glass in furniture The limits provided under this section are shown in section 5 Table of Benefits.	Damage while any part of the Home is lent, let or sub-let:  Loss or damage caused:  • while the home is not furnished sufficiently to be normally lived in.  • while the Home is Unfurnished  • by vandals or malicious persons lawfully on the premises  • to any item damaged or cracked before the commencement of this insurance  • caused by any process of repair, replacement or alteration  • Caused after the home is left Unoccupied for more than 30 consecutive days  The Standard Excess shown in the Schedule

	Covered	Not Covered
11.	Contents temporarily removed. The Contents are insured within the Geographical limits while temporarily	Loss or damage caused by storm, Flood or falling trees or branches while the <b>Contents</b> are in transit or in the open.
	removed from the Premises against loss or damage caused by: The events insured in paragraphs 1 to 3 and 5 to 9 of Section 2 -	Property removed for sale or exhibition or to a furniture depository
Contents Stealing or attempted stealing from: A bank	Stealing of <b>Money</b> or Credit Cards  Any loss, damage or amount shown as not insured under paragraphs 1 to 9 of Section 2 - <b>Contents</b>	
	from a bank or safe deposit while in the custody or control of <b>You</b> or a member of	While the home is not furnished sufficiently to be normally lived in Property more specifically insured
	Your Household Within an occupied building or caravan used for residential purposes or a building where You or a	or any amount that you cannot recover from a more specific insurance because the insurer refuses or reduces the claim.
	member of Your <b>Family</b> are employed, engaged in <b>Your</b> / their business or temporarily living  Any other building provided entry to or exit	Any loss where the temporary removal period exceeds 21 days or has otherwise been notified to <b>us</b> in writing and agreed by <b>us</b> .
	from the building is made using violence and force.	Any loss or damage Caused after the <b>home</b> is left Unoccupied for more than 30 consecutive days
	The limits provided under this section are shown in Section 5 - Table of Benefits	The Standard <b>Excess</b> shown in the <b>Schedule</b>
radios, televisions, (including satellite decoding equipment) other audio or video equipment.  The limits provided under this section are shown in Section 5 - Table of Benefits	Damage while any part of the <b>Home</b> is lent, let or sub-let Loss or damage caused:	
	• By wear and tear or gradual deterioration, insects, vermin, corrosion, rot, mildew fungus, atmospheric conditions, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials, or breakdown	
		• to records, audio, video or computer discs, tapes or cassettes
		<ul><li>to telephones or telephone equipment</li><li>caused by computer viruses</li></ul>
		<ul> <li>while the home is not furnished sufficiently to be normally lived in or unfurnished.</li> </ul>
		<ul> <li>Caused after the <b>home</b> is left Unoccupied for more than 30 consecutive days</li> </ul>
		To any mobile phone device or personal IT tablet

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Any loss, damage or amount shown as not insured

under paragraphs 1 to 9 of this section.

# **Section 3: Liability to others**

	Covered	Not Covered
1.	Liability to the public as owner of the	The limits provided under this section are shown
	Premises.	in Section 5 - Table of Benefits
	Any amounts which You, as owner of the <b>Premises</b> , become legally liable to pay as compensation for an accident occurring during the <b>Period of Insurance</b> which causes bodily injury to a person and/or accidental loss of or damage to third party property.  The limits provided under this section are shown in Section 5 - Table of Benefits	Liability arising directly or indirectly from occupation of the <b>Premises</b> .
2.	Liability to the public.	Liability for bodily injury to a member of <b>Your</b>
2.	Any amounts which You or a member of Your Household: As occupier of the Premises or any other building, caravan used as temporary Holiday accommodation  As a private individual anywhere in the Republic of Ireland, Great Britain, Isle of Man, Channel Islands or Northern Ireland or elsewhere for 30 days.  The limits provided under this section are shown in Section 5 - Table of Benefits	Household or any other person permanently residing with You  Liability arising directly or indirectly from:  • an agreement which imposes a liability which You or a member of Your Household would not otherwise have been under  • ownership of any land or building, other than the home described in the Schedule  • Your employment, business or profession  • Your employment, business or profession  • racing, hunting or playing polo  • wilful or malicious acts  • the transmission of Human Immune deficiency Virus (HIV) and/ or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused, the transmission of any communicable disease by You or a member of Your Household  Liability arising directly or indirectly from the ownership or use of:  • aircraft (except toys and models)  • lifts or mechanically or electrically propelled vehicles (except domestic garden implements used within the boundary of the Premises, motorised golf buggies on a golf course, motorised
		<ul> <li>wheelchairs or use of a vehicle solely as a passenger having no right of control</li> <li>any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any</li> </ul>

- subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except registered shotguns or airguns used for sporting activities
- Animals (except horses and pets which are normally domesticated in the Republic of Ireland)

The ownership, possession or use of a swimming pool, hot tub, spa, sauna, or Jacuzzi in or about the **Buildings** unless such item is attended or supervised by an adult whilst in use and that any pump, compressor or generator for such items must be positioned in a location which prevents access by minors and allows immediate access by adults to the cut-off switch and when not in use, the swimming pool, hot tub, spa, sauna or Jacuzzi is protected or covered.

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in is not in accordance with the provisions of such regulations
- Horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-Laws as made under the Control of Horses Act 1996 or amendments thereto

# Liability for:

kind of pollution and/or Any contamination other than: a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period** of Insurance at the Property named in the **Schedule** reported to **Us** not later than 60 days from the end of the Period of **Insurance**; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

	Covered	Not Covered
3.	Liability to domestic employees Any amounts which You or a member of Your Family become legally liable to pay as damages for bodily injury to Your domestic employees (including chauffeurs, grooms, gardeners and temporary and occasional employees or any person carrying out repairs or decorations) directly employed by You or by a member of Your Family in connection with Your Premises or any temporary residence within the Republic of Ireland. The most We will pay for any one claim or number of claims arising from one cause (inclusive of all costs agreed by us in writing) is shown in Section 5 - Table of Benefits.  Where We agree to indemnify more than one party then nothing in this policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the limits shown in Section 5 - Table of Benefits	Liability in connection with or arising from:  • Your involvement in farming  • Accidents involving any member of Your Family or Your Household  • Structural improvements or alterations to Your Home  • Accidents involving independent consultants or their employees  • Bodily injury to any person employed by You or a member of Your Family for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act  • the use of horses outside the Home or Premises  We will not pay more than the amount shown in Section 5 - Table of Benefits for all claims arising from any one cause including of all costs and expenses agreed by us in writing.
4.	Tenant's liability  Your legal liability as Tenant for loss or damage to the Buildings caused by an event in paragraphs 1 to 9 of Section 1 –Buildings  The limits provided under this section are shown in Section 5 - Table of Benefits.	Any loss or damage or amount shown as not insured under paragraphs 1 to 9 of this Section 1 – Buildings

# **Section 4: Table of Benefits**

Description	Standard	Optional	Sum Insured
Buildings Fire & Perils Accidental Damage(Refer policy schedule)	<u> </u>		
Contents Fire & Perils Accidental Damage(Refer policy schedule)	□		
Contents—Single article limit €3000	$\overline{\mathbf{V}}$		Can be Increased
Alternative Accommodation	Ø		10% of Buildings Sum Insured
Legal Liability	v		€2.6 m (incl. costs)
Contents Temp Removed	$\square$		10% of Contents Sum Insured
Contents within detached outbuildings & garages	Ø		€500 or 2.5% of contents whichever is greater
Damage to Pipes/Cables	V		€750
Trace & Access			€750
Fire Brigade Costs			€2,000
Replacement Locks	V		€500
Accidental breakage of fixed glass & sanitary ware	V		€750
Audio, TV & Video (excluding phones/tablets/gadgets)	Ø		€500
Loss of Oil / Water **			€750
Geo-thermal System(Refer policy schedule)		V	Accidental Damage
Solar Panels(Refer policy schedule)		V	Accidental Damage
Wind Turbines(Refer policy schedule)		V	Accidental Damage
Water Treatment(Refer policy schedule)			Accidental Damage

Excesses Applicable		
a) Standard Excess	€250	
b) Subsidence	€2,500	
c) Snow Load	€500	
d) Escape of Oil / Water	€500	
e) Flood	€500	
f) Storm Damage on Non-Standard Roof Portion	€500	
g) Optional Voluntary Excesses	€350/€500	
h) Unspecified All Risks	€100	
i) Specified All Risks	N/A	
j) Sports Equipment	N/A	
k) Pedal Cycles	N/A	
I) Caravans on Tow	€1,000	

# Notes:

The amounts above represent the maximum amount payable

<sup>\*</sup>Month of December and month pre/post the wedding

<sup>\*\*</sup>Refers to loss of metered water only

# **Policy Conditions**

In the following conditions **You** also include any other person insured under the policy.

- 1. This contract is based on the principle of Utmost Good Faith. This term legally obliges all parties to reveal to the other any information that might influence the others' decision to enter into the contract. You must disclose to us any information or circumstance concerning You, the cover or the property to be insured which may affect the Terms or Conditions or premium payable in respect of the Insurance. If You are in any doubt as to whether the information may be material such information should be disclosed.
- **2. You** will take all reasonable steps to protect the property and prevent accidents.
- 3. If You or anyone acting for You makes a claim under the policy knowing the claim to be false, We will not pay the claim and all cover under the policy ceases.
- **4.** (a) **We** have the right to cancel the policy or any section or part of it by giving 14 days notice in writing by registered letter to **Your** last known address and return to **You** the amount of premium in respect of the unexpired **Period of Insurance**.
  - (b) **You** have the right to cancel the policy or any section or part of it by giving **us** notice in writing. **We** will return to **You** the amount of premium in respect of the unexpired **Period of Insurance** less any administration charge applicable. However, no return of premium will be allowed if **You** have made a claim during the current **Period of Insurance**.
- 5. If there is a dispute arising out of this policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been forsaken.
- 6. If **You** die **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy provided they keep to the terms of the policy.
- 7. You must tell us of any change of circumstances after the start of the insurance that increases the risk of loss, injury or damage. You will not be insured under the policy until We have agreed in writing to accept the increased risk.
  - Upon learning of any circumstances likely to give rise to a claim **You** must:
  - tell **us** as soon as reasonably possible but immediately if there is riot damage
  - give us all the help and information that We may reasonably require
  - immediately tell the Police if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot, civil, labour or political disturbance, immediately send to us any writ or summons or other communication You receive
  - give full details within 30 days of the incident together with any supporting evidence that We require
  - You must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval
- **8.** You must report the loss of any credit card to the issuing company and to the Police within 24 hours of discovery.

- **9. We** have the right to the salvage of any insured property.
- **10. You** may not, without **our** consent, abandon any property to **us**.
- **11. You** must not admit, deny, negotiate or settle a claim without **our** written consent.
- **12. We** are entitled to:
  - take the benefit of **Your** rights against another person before or after **We** have paid a claim
  - take over the defence or Settlement of a claim against You by another person.
- 13. If at the time of a claim there is any other policy covering anything insured by this Policy **We** will be liable only for **our** proportionate share.
- 14. Where any single event results in a claim under more than one section of the Policy, the highest Excess only will apply.
- 15. All monies which become payable by **us** under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.
- 16. Where the Insured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.
- 17. The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.
- 18. If an alteration to the policy results in an additional premium due to us or a refund premium due to You, We will only charge or refund such premiums provided the amount involved is greater than or equal to €15.
- 19. If **We** amend or replace any policy wording, conditions, exclusions, or **Endorsements** during the **Period of Insurance** that improve, broaden or extend the cover without needing to pay an extra premium, **You** will automatically benefit from these improvements.
- 20. Where there is more than one person named as the insured on the policy and **We** receive instructions from one of those named insured persons, **We** will treat it as though each insured person has given **us** the instructions and that all insured persons agree and consent to those instructions being given to **us**. **We** will accept the instructions received on face value. It is not **our** responsibility to check whether the person who so instructs **us** has the permission and consent of the other insured persons.
- 21. You must at all times, keep the sum you have insured for your Buildings and Contents at a level which represents the full value. In addition, if home improvements have been carried out, such as the building of an extension or the conversion of the Attic or if you have purchased additional contents, the sum insured should be increased to reflect this. For information purposes, the Health & Safety Authority have issued guidelines for homeowners who are having construction work carried out. This guide outlines the responsibilities for homeowners under the Safety, Health & Welfare at Work (Construction) Regulations 2013. This publication can be found from the website www.hsa.ie.

If **you** are unsure of the rebuilding cost of **your home**, a useful website from the Society of Chartered Surveyors in Ireland can assist **you** with a Rebuilding Cost Calculator. This can be found at www.scsi.ie.

**22.** Please note that in the event of a claim under **your** policy **your** premium may increase at Renewal.

#### 23. Special Condition: Contents Sums Insured over €75,000

If the **contents** value exceeds €60,000 then the property must have a working alarm.

If the **contents** value exceeds €75,000 then the property must have a monitored intruder alarm linked to a central station.

# 24. Special Condition: Security Locks

**We** will not cover any loss or damage as a result of theft or any attempted theft while **Your Home** is temporarily unattended unless:

- 1. All external doors are fitted with mortise deadlocks or deadlocking rim latches are closed and fastened.
- 2. All French doors, patio doors and accessible windows are fitted with appropriate security locks and are put into full and effective operation.
- 3. All external doors and windows are closed and fastened.

# 25. Special Condition: Septic Tanks and Domestic Wastewater Treatment Systems

All Septic Tanks or domestic wastewater treatment systems must be registered with The Environmental Protection Agency as part of their national inspection plan.

#### 26. Special Condition: Average Clause

Applicable to Section 1 Buildings & Section 2 Contents.

If at the time of a partial loss or damage **Your** sums insured do not reflect the reinstatement/replacement value we will reduce the amount we will pay in proportion.

#### 27. Special Condition: Roof Maintenance

It is a condition of this insurance that:

- 1. Any non-standard roof portion of the **Home** be checked at regular intervals and be replaced where there are signs of deterioration. This non-standard roof portion of the **Home** should be inspected at least every 3 years by a qualified builder or property surveyor.
- 2. Any defects brought to light by these inspections shall be repaired immediately.
- 3. The non-standard roof portion must be properly maintained.
- 4. A €500 storm excess applies to the non-standard area of the roof.

# **Policy Exceptions**

These apply to all sections and clauses.

The policy does not cover:

- 1. Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.
- 2. Loss or damage arising directly from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- **3.** Any expense, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
- **4.** Consequential loss of any kind or description incurred by **You** or any member of **Your Household**.
- **5.** The cost of maintenance or normal redecoration.
- **6.** Loss or damage caused by wear and tear or gradual deterioration.
- 7. Any loss or damage caused by or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or damage that is otherwise covered by the policy is nevertheless insured.
- **8.** Any loss or damage or liability directly or indirectly caused by the presence, growth, proliferation, spread or any activity of **Fungi**, wet or dry rot or bacteria.
- **9.** Damage caused by chewing, scratching, tearing or fouling by domestic pets for which **Your Household** is responsible or damage caused by vermin and insects.
- **10.** Terrorism exclusion

The policy does not cover loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to, the use of violence and/or threat thereof, of any person or group(s) of person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Also excluded is loss, damage, liability, 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 any act of terrorism. If **we** allege that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon **You**.

# **11.** Pyrite Exclusion

**We** will not pay for any loss or damage or consequential loss arising directly or indirectly from materials containing Pyrite.

- **12.** If any section of this policy provides cover against any legal liability **We** will not provide cover for, or arising in connection with, the following:
  - an agreement which imposes a liability which You would not otherwise have been under
  - risks of financial guarantee, financial default, bankruptcy or insolvency
  - any business, profession or trade other than a child-minding facility at the **Home** of not more than 2 children
  - work of a construction or reconstruction nature or structural alterations or demolition
  - any tree felling or lopping operation
  - racing, hunting or playing polo
  - wilful or malicious acts
  - the transmission of Human Immune deficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
  - the transmission of any communicable disease, by You or a member of Your Household

Liability arising directly or indirectly from the ownership or use of:

- aircraft (except toys or models)
- mechanically propelled vehicles (except domestic garden implements used within the boundary of the **Premises**, motorised golf buggies on a golf course, motorised wheelchairs or use of a vehicle solely as a passenger having no right of control)
- any trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
- watercraft (except toys and models), sailboards or hovercraft
- firearms (except shotguns or airguns used for sporting activities)
- animals (except horses and pets which are normally domesticated in the Republic of Ireland)

Liability arising directly or indirectly from the ownership, possession, use or control of:

- dangerous dogs as specified in regulations made under the Control of Dogs Act 1986 or amendments thereto is not covered if such ownership, possession, use or control is not in accordance with the provisions of such regulations
- horses are not covered if such ownership, possession, use or control is not in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 or amendments thereto.

#### Liability for:

- **bodily injury** to a member of **Your Household** or any other person (other than domestic employees) permanently residing with **You**
- loss of or damage to property owned or held in trust by or in the custody or control of **You** or a member of **Your Household** or any other person permanently residing with **You**.

# **Endorsements**

#### MG-E001 Monitored Intruder Alarm

A discount has been allowed because **You** have an Intruder Alarm installed by an NSAI approved installer to EN 50131 standards connected to a central monitoring station. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Home** is unattended.

Failure to comply with this condition will necessitate in an increase of your standard excess of up to €750 for each incident of loss or damage by stealing or attempted stealing.

#### MG-E002 Intruder Alarm

A discount has been allowed because **You** have an Intruder Alarm installed. It is a condition precedent to any liability of the company in respect of theft or any attempted theft that the Intruder Alarm fitted is providing protection to all external doors and accessible windows. The Intruder Alarm must be maintained in efficient working order and must be put in full and effective operation whenever the **Home** is unattended.

Failure to comply with this condition will necessitate in an increase of **Your** standard excess of up to €750 for each incident of loss or damage by stealing or attempted stealing.

#### MG-E003 Security Locks

**We** will not cover any loss or damage as a result of theft or any attempted theft while **Your** home is **unattended** unless:

- 1. All external doors are fitted with mortise deadlocks or deadlocking rim latches.
- 2. All French doors, patio doors and accessible windows are fitted with appropriate security locks and are put into full and effective operation.
- 3. All external doors and windows are closed and fastened.

# MG-E004 Paying Guests Bed & Breakfast

**Your** policy allows for the provision of bed and breakfast accommodation for 8 paying guests. Furthermore, whilst the insured property is occupied by a paying guest, the policy excludes cover for larceny and malicious damage.

# MG-E005 Paying Guests AirBnB

**Your** policy allows for the provision of AirBnB. It is warranted that a contract of registration is provided by AirBnB prior to inception of cover. Furthermore, whilst the insured property is occupied by an AirBnB customer, the policy excludes cover for larceny and malicious damage. At all times you must be adherent to the "conditions to the AirBnB House Guarantee." The cover extension by this endorsement ONLY APPLIES when the policy holder(s) is/are the legal and rightful owner(s) of the building insured.

#### MG-E006 Non-Contribution Clause

This insurance does not cover any loss or damage which, at the time of happening, such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

In the event that there is other insurance covering loss or damage insured under this policy, then this policy shall apply only as excess and in no event as contributory insurance, and then only after all such other insurance has been exhausted, whether or not such insurance is collectible.

### MG-E007 Paying Guests Long Term Let

**Your** policy allows for the provision of long term tenants on a "room to let" basis. It is warranted that a rental contract be in place and that the number of tenants shall not exceed two people. Furthermore, whilst the insured property is occupied by a long term tenant on a "room to let" basis, the policy excludes cover for larceny and malicious damage.

#### MG-E008 Home Office

**Your** policy extends to include a home office. The office must be for clerical use only. The amount of €2,500 is added to the contents definition as a limit for home office contents; such contents being deemed not to be of a portable nature.

# MG-E009 Granny Flat

**Your** policy extends to include as a separate structure or included in the structure of **Your** home a "granny flat". This may be communicating directly with or non-communicating with **Your** home but must be situated within the boundary walls or fences of **Your** home and must be occupied by a family member.

#### MG-E010 Fire Only

**You** are only covered for fire, lightning, explosion and earthquake until the home is permanently occupied.

# MG-E011 Voluntary Excess - €350

In accordance with the Voluntary **Excess** option that you have selected, we confirm that the Standard Policy **Excess** in the policy wording is increased by €350.

Where we have imposed an increased excess, this voluntary excess will be in addition to the Standard

Policy Excess.

MG-E012 Voluntary Excess - €

In accordance with the Voluntary **Excess** option that you have selected, we confirm that the Standard Policy **Excess** in the policy wording is increased by

Where we have imposed an increased excess, this voluntary excess will be in addition to the Standard Policy **Excess**.

MG-E013 Valuables single article limit

In the buildings and contents section, we have changed the single article limit to € of the following items:

in respect

- 1.
- 2.
- 3.

# MG-E014 Cover for contents only

Section 1 **Buildings** does not apply under this policy.

#### MG-E015 Solar Panels

You policy extends to include accidental damage cover to Solar Panels under Section 1: Buildings of the cover provided. The maximum number of panels for the insured property is five and the maximum value for any one panel is €5000. It is warranted that the solar panels be professionally installed and under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. It is further noted that the policy excess is increased to €500 for each and every claim arising due to storm or freezing. The standard excess shown in the schedule applies.

#### MG-E016 Wind Turbine

Your policy extends to include accidental damage cover to one Wind Turbine under section 1: **Buildings** of the cover provided. It is warranted that only one wind turbine exists on the premises. It is further warranted that the device be professionally erected and commissioned and be under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. The maximum value for one turbine is €30,000 and the maximum height of the device is nine metres. It is further noted that the policy excess is increased to €500 for each and every claim arising due to storm or freezing. The standard excess shown in the schedule applies.

# MG-E017 Geo-thermal System

**Your** policy extends to include accidental damage cover to a Geo-thermal Unit under Section 1: **Buildings** of the cover provided. It is warranted that the Geo-thermal Unit be professionally installed and be under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. The standard excess shown in the schedule applies.

### MG-E018 Water treatment System

**Your** policy extends to include accidental damage cover to a Water Treatment System under Section 1: **Buildings** of the cover provided. It is warranted that the Water Treatment System be professionally installed and be under an annual service agreement. The policy does not provide for loss or damage arising from mechanical or electrical breakdown. The standard excess shown in the schedule applies.

# MG-E019 Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### MG-EO20 Caravans

**Your** policy extends to cover **Your** caravan (as set out in the policy schedule) for "All-Risks" cover. Cover does not extend to letting of the caravan and the caravan must be returned to **Your** home when not in use between the 1st of October and the 30th of April. The policy excess increases to €1,000 for each and every loss whilst the caravan is on tow. Otherwise the standard excess shown in the schedule applies.

# MG-E066 Smoke Alarm/Detector 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.

#### MG-EO67 Non Standard Roof

It is a condition of this insurance that:

- (i). Any non-standard roof portion of your holiday home must be checked at regular intervals and be replaced where there are signs of deterioration. This non-standard roof portion of your holiday home should be inspected at least every 3 years by a qualified builder or property surveyor.
- (ii). Any defects brought to light by these inspections must be repaired immediately,
- (iii). The non-standard roof portion must be properly maintained.

A storm excess of €750 applies to any non-standard roof.

# MG-EO68 Chimney (12 Months)

It is Your duty to ensure that all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year.

# MG-EO69 Unoccupancy (1)

Where your holiday home is unoccupied during the period 1st November to 31st of March annually, the water must be turned off at the mains and the water system drained

OR

You must keep the central heating system running 24 hours a day to maintain a minimum temperature of 55F degrees (13C degrees).

# MG- EO70 Chimney (6 Months)

All chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once every 6 months . A receipt that the Chimney has been professionally cleaned must be obtained and sent to Broker Solutions Ireland prior to inception and following each subsequent check in accordance with the terms of this endorsement .

# MG – EO71 Unoccupancy (2)

As this property is utilised as a holiday home, the following exclusion – " caused after the Home is left Unoccupied for more than 30 consecutive days" – is replaced by

Where your holiday home is unoccupied during the period 1st November to 31st of March annually, the water must be turned off at the mains and the water system drained

OR

You must keep the central heating system running 24 hours a day to maintain a minimum temperature of 55F degrees (13C degrees).

# **Making a Claim**

If **You** have any queries or if **You** need any advice in making a claim just contact **us** on **our** Loss Adjusters (OSG) helpline: 01 2611434.

When **You** are making a claim please note the following points:

Complete and return a claim form. **Estimates** should be submitted with **Your** claim. Once the estimate has been agreed by **OSG Loss Adjusters You** can proceed with repairs/redecoration.

If property has been stolen or maliciously damaged, or if **You** lose a valuable item, **You** should inform the Gardai or Police as soon as possible. **You** will receive the Garda report form with **Your** claim form.

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.

If the claim includes injury to someone else or damage to their property, **You** should send written details to **us** as soon as possible. It is vital that we deal with such claims on **Your** behalf. Any letters or documents **You** receive should be sent unanswered to **us** without delay.

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

# **Home Protection Tips**

#### Storm

To minimise damage from storms, we suggest the following:

- Mineral felt roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace the felt where there are signs of deterioration. Remember, your Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering is secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

#### **Fire Prevention**

Every year many people are killed or injured and homes are destroyed as a result of domestic fires. You can reduce the risk of fire by taking the following precautions:

- Do not overload an electrical point. Unplug all appliances when not in use.
- Repair faulty wiring, frayed leads and loose plugs.
- All fires and heaters should have a secure fireguard. Never leave the room without having a guard in front of the fire.
- Chimneys should be swept at least once a year.
- Avoid careless smoking, especially in bedrooms.
- Matches should be kept well away from children.
- Close all internal doors when going to bed.
- Keep heaters away from furniture, curtains and bedclothes.
- Never move or refuel an oil or gas heater while it is lighting.
- Keep all electrical flexes off cooker rings and hobs.
- Be especially careful with chip pans. They should never be left unattended on a lighted cooker.
- You should install at least two smoke detectors in your home. Smoke detectors should be tested regularly to ensure they are working properly. Change the batteries at least twice a year.
- All chimneys and/or flues to solid fuel stoves and open fires should be kept in a good state of repair.
- All solid fuel stoves should be installed by a professional, qualified & certified installation company.

#### **Water Damage**

There are various weather hazards which you cannot avoid but against which you can protect your home.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

# **Burglary prevention**

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered home. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with mortice deadlocks (or their equivalent) and you should lock these doors even if you are out for just a short time.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable.
- All ground floor windows and other accessible windows, fanlights and roof lights should be fitted with security locks and put into full and effective operation.

# Before going on holidays

- If you have an automatic light switch installed, set it to operate at the times **you** normally switch the lights on.
- Cancel all deliveries e.g. milk, newspapers etc.
- Ask a neighbour to pop in from time to time to check on the home and to remove post from the letterbox/porch.
- Inform your local Garda station that you will be away.
- Check that all windows and doors are securely locked.
- Set your burglar alarm, smoke detectors and other alarm systems.
- Check that the batteries in all alarms are working.

Broker Solutions Ireland Home Policy is underwritten by Surestone Insurance dac regulated by the Central Bank of Ireland. Munster Insurances & Financial Ltd. t/a Broker Solutions Ireland is regulated by the Central Bank of Ireland