ARRANGED BY

Ivernia INSURANCE

Ivernia Home Plus

Home Insurance

Policy Document

ACCREDITED INSURANCE PROGRAM MANAGEMENT

Ivernia Insurance is regulated by the Central Bank of Ireland. Accredited Insurance (Europe) Limited are regulated by the Malta Financial Services Authority, Malta and by the Central Bank of Ireland for Conduct of Business Rules.

Updating your policy

Please contact **Your** broker if you need to make a change to **Your Policy.**

Claims Line

+353 (0)1 651 8761

Call this 24hr number if **You** need to report a claim on **Your Policy.**

Home Emergency Assistance

+353 (0)91 501 678

Call this 24hr number if **You** need home assistance.

This policy is underwritten by:

Insurance Cover	Underwriter
Home Insurance	Accredited Insurance (Europe) Ltd.
Home Assistance	MAWDY

Accredited Insurance (Europe) Limited

Development House
St Anne Street
Floriana FRN 9010
Malta

Accredited Insurance (Europe) Limited is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business. Accredited Insurance (Europe) Limited is regulated by the Malta Financial Services Authority, Malta and by the Central Bank of Ireland for Conduct of Business Rules (Reference C124640).

MAWDY

22-26 Prospect Hill
Galway
H91 TVF8

MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Ivernia Home | Underwriters

Quick Reference Guide

I want to cancel my policy Page 17

How do I make a claim Page 19

My policy benefits Page 25

What is underinsurance? Page 43

What happens to my No Claims Bonus if I make a claim? Page 47

Home Emergency Assistance Page 48

I would like to make a complaint Page 53

Table of Contents

Introduction	6
Important Information	7
Data Protection Notice - Personal Information	7
Definitions	13
General Conditions	17
Section 1. Buildings and Contents	27
Section 2 Optional Cover for your Contents away from your property	44
No Claims Discount	47
Section 3. Emergency Home Assistance	48
Customer Care	53



Welcome to Ivernia Insurance

Thank **You** for purchasing your Ivernia Home Plus insurance policy.
We would like to take this opportunity to welcome **You** as a customer of Ivernia.

This booklet contains everything **You** need to know about **Your** home insurance **Policy** and how to contact **Us**.

Please take time to read **Your Policy** and if **You** have any questions please do not hesitate to contact **Your** broker.

This is a modular **Policy** which means that it contains different areas of insurance cover and **You** are only insured for those sections that **You** have purchased, as shown in the **Schedule. Your** insurance under this **Policy** may be provided by more than one **Insurer. You** will find below the definitions that apply to every section, shown in bold, with the General Conditions and General Exceptions also applicable to every section. However, each section will contain some further definitions, conditions, and exceptions applicable only to that section.

The Contract of Insurance

In consideration of the premium **You** have paid (or agreed to pay), **We** will provide insurance in accordance with the **Policy** cover indicated in the **Schedule.**

This cover will apply in respect of events occurring during the **Period of Insurance** specified in the Schedule, or any subsequent period for which **We** may accept payment for renewal of this **policy. We** have agreed to provide insurance cover to **You**, and have calculated the applicable premium, based on information provided by **You** or on **Your** behalf including:

- information provided in any Statement of Fact, Proposal Form or otherwise in response to specific questions asked by the **Insurer;** and/or
- information provided and recorded in any Statement of Fact issued to the Insured; and/or
- any declarations made by or on behalf of the Insured;
  and/or any additional information voluntarily provided.

Please note that Ivernia has not provided any personal recommendation concerning the product.

Signed of Behalf of Ivernia Insurance Limited

Graeme Murdock
Head of Underwriting
Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland.

Important Information

Governing Law

Under the relevant European law and Irish legal provision, the parties to this contract may choose the law applicable to this contract. Unless otherwise **We** agree with **You** in writing, this **Policy** is subject to the law of the Republic of Ireland and to the exclusive jurisdiction of its courts.

Language

The language for contractual terms and communication will be English.

Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

Insurance Act 1936

All money which becomes due under this **Policy** will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Currency

All monies payable under this **Policy** will be paid in Euros, unless specified to the contrary.

Data Protection Notice - Personal Information

Ivernia Insurance Limited ("Ivernia Insurance") is committed to protecting all personal data which **We** collect, use, and store.

Information Collected

We must collect **Your** personal data such as name, contact details and address in order to provide **Our** services. This information may be collected from a variety of sources, including directly from **You**, a joint policy holder or from third parties, for example a nominated representative for **You, Your** insurance company or broker. Where **We** process **Your** information, this will be done so to administer **Your** insurance **Policy** or for legitimate purposes such as recording telephone calls for training, fraud analysis and quality purposes.

For a full breakdown of the information **We** process, please see **Our** full Privacy Policy **here (https://www.ivernia.ie/wp-content/uploads/2020/08/Privacy-Policy-V6.pdf)**

Purpose of the processing

The main purposes for which Ivernia Insurance uses **your** personal information are to provide a quote, setup, administer and manage **Your Policy** and to carry out marketing and analytics.

Consequences of not providing us with information

You can choose not to give us personal information; however, this may have an adverse effect on **You**.

We may need to collect personal information by law, or to enter into or fulfill a contract **We** have with **You.** If **You** choose not to give **Us** this personal information, it may delay or prevent **Us** from fulfilling **Our** contract with **You** or doing what **We** must do by law. It may also mean that **We** cannot provide **You** with a quote or manage **Your** policies with **Us** which means **We** may need to cancel a product or service **You** have with **Us.**

Retention

We will only retain **Your** personal data for as long as necessary to fulfill the purposes **We** collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Any records **We** hold will be done so in line with **Our** retention policy which **We** determined by analysing the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of **Your** personal data, the purposes for which **We** process **Your** personal data and whether **We** can achieve those purposes through other means, and the applicable legal requirements.

Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks

We may check the information **You** provide against other information available to the public. This could include information from the electoral roll and court judgements, bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgements, to prevent fraud, anti-money laundering and counter-terrorism financing checks. These checks will be governed by data-protection law.

We may share the results of these checks with other companies in the Ivernia Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána (or local police) and other law-enforcement agencies, government agencies or regulatory authorities. **We** may use this information to help **Us** assess risk, credit, **Our** insurance decisions and to meet **Our** legal and regulatory responsibilities. Other companies in the Ivernia Insurance Group may do the same for similar purposes.

Statistics

We may change personal information so that **You** cannot be identified. That information will then not be covered by this notice or data-protection law as it is anonymous. **We** may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how **We** deliver services, assessing risk, costs and charges.

Sharing of Information

Information provided by **You** will be treated in confidence, however in order to administer **Your Policy** and detect and prevent crime **We** may share or verify information about **You** or **Your** claims history with;

- **Our** agents and service providers and other companies working with Ivernia Insurance Ltd, Accredited Insurance (Europe) Ltd, MAPFRE ASSISTANCE Agency Ireland, ARAG Legal Protection Limited, AIG Europe S.A. and other insurers, either directly or through people acting for **us** and them (such as loss adjusters, private investigators and solicitors);
- any agent acting for **You;**
- recognised trade, governing and regulatory organisations **We** belong to or are governed by;
- the Garda Síochána (or local police), other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if needed by law; and
- any other person, where necessary, to perform any insurance contract with **You,** so **We** can protect ourselves from risk or to make sure **We** meet with regulations or good governance.

International Transfers

We may share **Your** personal data with outside organisations. Some of **Our** suppliers who provide **Us** with services such as IT security and data hosting may process data outside the European Economic Area ("EEA"). In the event that **Your** personal data will be processed outside of the EEA, **We** will ensure that adequate safeguards are implemented as per the applicable requirements (eg GDPR).

Insurance Link

We share information with the Insurance Link database, run by Insurance Ireland (representative organisation for the insurance sector in Ireland). This information stored by Insurance Link includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. As previously stated this information may be shared with other insurers or government authorities.

We use this service to help us to:

- prevent fraud and protect customers and assess information at the underwriting stage (when **We** decide on risk and whether to provide insurance);
- prevent multiple claims for the same injury or damage; or
- investigate fraud and check on the accuracy of information provided.

If **We** find, by using Insurance Link, that previous claims have been made, **We** may share information on those claims. **You** can find more information on Insurance Link on their website, **www.inslink.ie.**

Marketing

From time to time **We** may contact **You** using the information **You** have provided in relation to **Our** products and services or to tell **You** about any important changes. **We** may contact **You** by phone, post, email or text message.

We may also use **Your** information for these purposes after **Your** policy has ended, unless **You** have opt-out.

How to Opt Out

You can change **Your** mind at any time about receiving marketing information from **Us**. Each time **We** contact **You** electronically with marketing information or a marketing message, **You** can choose not to receive further marketing information from **Us** to that email address or phone number. This is known as an 'opt-out'. If **You** wish to 'opt-out', please call **Your** Broker or email **Us** at info@ivernia.ie. Please make sure **You** tell **Us** about any changes to **Your** marketing preferences for each address, email address or phone number **You** have registered with **Us** which is affected.

Data Subject Rights

You should also be aware of certain rights available in relation to **Your** personal data. However, not all rights listed are applicable in every circumstance:

- Right to access **Your** data;
- Right to rectification;
- Right to erasure;
- Right to restriction of processing;
- Right to move **Your** data (data portability);
- Right to object to processing;
- Right to withdraw consent if **You** previously gave consent in relation to processing of personal data;
- Right not to be subject to a decision based solely on automated processing, including profiling;
- Right to lodge a complaint with the Data Protection Commission. Email: info@dataprotection.ie, or phone: +353 (0) 1 7650 100

Where **You** ask **Us** to provide **You** with a copy of the information **We** hold about **You**, or enforce a data protection right, **You** can do so by writing to **Our** Data Protection Officer.

You can contact our Data Protection Officer by writing to:

- In respect of Sections 1 and 2: Ivernia Insurance Ltd, Ravenscourt Office Park, Sandyford Industrial Estate, Dublin 18, Ireland; or
- info@ivernia.ie

Please allow up to thirty (30) days for **Us** to complete this request. Should **You** require further information on how **We** process **Your** personal data, **Our** full privacy notice is available on **Our** website https://www.ivernia.ie/

In respect of Section 3 Home Emergency Assistance:

Customer Service Department
MAWDY
22-26 Prospect Hill
Galway
H91 TVF8

Understanding the Jargon

At the start of every section in the **Policy**, **you** can review the meanings of the different terms and phrases that are used.
Wherever the following words or phrases appear in **Your Policy**, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity; and
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

Wherever the following words or phrases appear in **Your Policy**, they will have the meaning given below unless stated otherwise.

General Definitions

Act of Terrorism

An act, including the use of force or violence and/or threat, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) working, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, through fear.

Buildings

The home being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic **Outbuildings**, septic tanks, domestic oil tanks, permanent swimming pools, hard tennis courts, ornamental fountains, paved terraces, patios, drives, paths, walls, greenhouses, solar panels permanently affixed, electric charging points (up to a total value of **€1,500**), gates and fences, all contained within the boundaries of the land of the home.

Contents

1. Household goods, valuables items and belongings, owned by, or the legal responsibility of **you** or a member of **your** family when in **your** home.
2. Tenant's fixtures and fittings.
3. **€500** for personal effects of visitors whilst in the home provided they are not insured elsewhere
4. Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes up to a total value of **€2,500.**
5. Audio equipment up to the value of **€2,000**

The following property is not included as Contents:

- Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), electric or motorised wheelchairs, caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Swimming pool covers.
- Pets and livestock.
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.
- Property more specifically insured elsewhere.
- Bonds, bills of exchange, promissory notes and securities for money.
- Property used for business or trade purposes (except as listed above).
- Plants, trees or any growing matter.
- Contact or corneal lenses.

Continuing Restrictive Condition

Any condition in this **Policy**, however expressed, that purports to require the Insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

Cost of Rebuilding

The full cost of reconstruction of the **Buildings** in the same form, size, style and condition as when new, including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees and the cost of clearing the site and making it and the home safe.

Credit Card

Credit, cheque, debit, charge or cash cards.

Domestic Employee

Any person under a contract of service with **You** which is solely for private domestic duties including and other temporary or casual employees, gardeners, persons carrying out repair work other than contractors or persons engaged solely to make extensions or non-maintenance alterations to the home.

Endorsement

An additional clause that either alters the details shown in the Schedule or a term or terms contained in this **Policy.**

Excess

The first amount of each claim you have to pay. The Limit of Indemnity includes and is not above this sum. The Excess may differ according to the claim.

Family

You, and **Your** relatives (including **Your Partner**) who permanently reside in the home.

Home

The house, bungalow or self-contained flat/maisonette together with its garages and domestic Outbuildings at the address shown in the schedule, used for private residential purposes.

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

Index Linking
The sum insured on **Buildings** will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Society of Chartered Surveyors in Ireland. The sum insured on contents will be adjusted monthly by the percentage movement in the Durable Household Goods Section of Retail Prices, or an alternative index. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

Insured/You/Your
The person or persons named as policyholder(s in the **Schedule**.

Limit of Indemnity
The maximum sum that **we** will pay under this **Policy**, taking into account the **Excess** payable by **You**. The limits of indemnity stated in the **Schedule** under each insuring clause is the maximum amount payable for that specific insuring clause.. Where any sub-limit is specified in the **Policy** or **Schedule**, the **Insurer** will have no liability in excess of that sub-limit, which will be part of and not in addition to the specific limit of liability for that specific insuring clause. Any loss paid by the insurer under this policy will erode the policy aggregate limit of liability, until reinstated after receipt by the insurer of any subrogated recovery.

Misrepresentation
Any innocent, negligent or fraudulent answer(s) provided by the **Insured** to any question on the **Statement of Fact.**

Money
Personal money held for private purposes by **You** or **Your Family** including coin and bank notes used as legal tender, postal stamps (not in a collection, postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Outbuildings
Sheds, green houses, summer houses and other **Buildings** (but not caravans, mobile homes or recreational vehicles) which do not form part of the main **Buildings** of the home and are used for domestic purposes.

Partner
Your husband or wife or civil partner or partner, with whom **You** are permanently living in **Your** Home.

Period of Insurance
The period shown in the schedule and any further period for which **We** agree to insure **You.**

Policy
The terms of **Your** contract of insurance as contained in and applicable under this insurance policy, including the **Schedule** and any endorsements.

Premises
The Buildings and the land within the boundaries belonging to them.

Schedule
The document forming part of this **Policy** which provides specific details of **Your Home**, the insurance cover that **you** have selected as being in force, the Excess which will apply in the event of a claim and details of any endorsements that have been issued to **You**.

Statement of Fact
The document completed by **You**, or on **Your** behalf by either an Insurance Broker or somebody else, and all the information you gave and the declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer this **Policy**. This document is a precise record of the answers **You** provided to each of the specific questions asked by the **Insurer** at the pre-contractual stage of a contract of insurance.

The Company/We/Us/Our/Insurer
In relation to the arrangement and administration of the **Policy** '**We'**, '**Us'**, or '**Our**' means Ivernia Insurance Ltd.

In relation to the cover provided under Sections 1 to 2, General Conditions and General Exceptions '**We**', '**Us**' or '**Our**' or **'Insurer'** means Accredited Insurance (Europe) Limited.

In relation to the cover under Section 3 Home Emergency Assistance, General Conditions and General Exceptions '**We**', '**Us**' or '**Our**' or **'Insurer'** means MAWDY.

Unfurnished
Without sufficient furniture and furnishings for normal living purposes.

Unoccupied
Furnished but has not been permanently lived in by **You** or **Your Family**, or any other person with **Your** permission, for more than a period of 35 consecutive days. The property is deemed to be unoccupied if the residency is limited to frequent visits or occasional staying overnight in the property. Visiting the property and/or occasionally staying in the property will not break the unoccupied period.

Valuable item(s)
Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio-visual equipment, computer equipment and collections of stamps, coins and medals, all belonging to or the legal responsibility of **You** or **Your Family**. The most **we** will pay is **€2,500** for computer equipment, or one third of the total contents sum insured but not more than **€4,000** for any one article, set or collection unless specified in **Your Policy** and **€2,500** for computer equipment as above.

Wear and Tear
Unavoidable damage caused by general use over time.

General Conditions

You must comply with the following conditions to have the full protection of **Your Policy.** If **You** do not do so, potential claim payments to you may be reduced. The **Insurer** reserves the right not to pay a claim or if, by law, the **Insurer** is obliged to meet a claim, then **We** reserve the right to seek recovery of the payment from the Insured.

1. Cancelling the Policy

Your right to cancel

You have the right to cancel this **Policy** within fourteen (14) working days of inception or any renewal date without penalty and without giving any reason. This period is known as the 'Cooling-Off Period'. To do this, **You** must advise **Your** Insurance Broker.

If **You** choose to cancel this **Policy** during the Cooling-Off period, **You** will have to pay a proportionate amount of premium for the period of time **You** had insurance cover.

In the event of an incident or claim being reported to **Us** within the Cooling-Off Period, **We** reserve the right to retain the premium in full or request the premium in full.

If **You** cancel the **Policy** outside the Cooling-Off Period, then as long as no claim or loss has arisen during the current **Period of Insurance**, **We** will refund your premium for any **Period of Insurance** remaining.

We do not refund any amount which is less than **€15.**

Our right to cancel

In addition to **Our** rights as set out in the following clauses:

- Impact of **Misrepresentation**
- **Period of Insurance** and Premium Payment
- Fraud

We may choose to cancel the **Policy** for good reason by giving **You** 10 days' notice in writing to **Your** last known address.

In the absence of any claim we will refund your premium for any **Period of Insurance** remaining.

Period of Insurance and Premium Payment

We have agreed to insure **You** against loss as described in this **Policy** during the **Period of Insurance**, provided that **You** have paid the premium shown in the **Schedule.** The cover we provide is subject to the terms, conditions and exceptions contained in this **Policy** or in any endorsement applying to this **Policy**.

When cancellation follows **Your** failure to pay the full premium, the amount of money to be returned to **You** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the **Policy** less a cancellation fee of **€20.** There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **Period of Insurance**. We may at our discretion reduce any claims payment by the amount of outstanding or overdue.

2. Policy Changes

You must tell us immediately if:

- **You** change **Your** name, address or occupation
- **You** sell or dispose of **Your** property
- **You** change the use or occupancy of the insured premises
- there are any changes or additions to the structure of the insured property (including the use of any non-standard building materials or deterioration of the condition of the property) or any formal plans to make changes to the insured property
- there are any claim or losses, whether insured or not, made in connection with any other properties owned or occupied by **You**
- there are any criminal offences that **You** or others residing with **You** have been cautioned for, convicted of, or charged but not yet tried for
- there are any changes to the information provided and recorded in any **Statement of Fact** issued to **You.**

If **You** make a change to **Your Policy**, **We** may then reassess **Your** premium and **Your** cover. If **You** do not tell **Us** about any relevant changes, **We** may:

- reject of reduce any claim made; or
- cancel the **Policy**.

Failure to disclose any **policy** changes may result in difficulty obtaining insurance in the future.

If a change to **Your Policy** results in a change to **Your** premium, **We** will not charge or refund any amounts less than **€15**.

We will only refund any premium if:

- no claim or loss has arisen during the current **Period of insurance;** and
- **We** have received all the documents **We** need to carry out the alteration.

3. Impact of Misrepresentation

You must answer all questions on the completed **Statement of Fact** honestly and with reasonable care. Failure to do so may result in **Your Policy** being cancelled or the Insurer may refuse to deal with any claims or reduce the amount of a claim payment.

You must either immediately or as soon as reasonably possible inform the **Insurer** if any of the answers or information given in the completed **Statement of Fact** is inaccurate or has changed.

The impact of any **Misrepresentation** by the Insured to any of the answers provided on the completed **Statement of Fact** is as follows:

(a) Innocent Misrepresentation:

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

(b) Negligent Misrepresentation:

If the Insured makes a negligent **Misrepresentation** or fail to take reasonable care in completing the **Statement of Fact** the cover under this **Policy** may not fully operate and in the event of a claim the **Insurer** will exercise one of the following remedies:

a) If knowing the full details the **Insurer** would not have entered into the insurance contract, the **Insurer** may avoid the contract, refuse all claims and return any premiums paid by the Insured.
b) If the **Insurer** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
c) If the **Insurer** would have entered into the contract of insurance but have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on the claim.
d) Where there is no outstanding claim under the contract of insurance, the **Insurer** may either:

    i) give notice to the Insured that in the event of a claim the **Insurer** will exercise the remedies in paragraphs (a) to (c), or
    ii) terminate the contract by giving reasonable notice to the Insured.

(c) Fraudulent Misrepresentation:

If the **Insured** makes a fraudulent **Misrepresentation** or where any conduct by the **Insured** involves fraud of any kind the **Insurer** shall be entitled to avoid the contract of insurance, retain any premiums paid and refuse any claims.

4. Claims Procedure

If there is an accident or loss, it is important that **You** report the claim to **Us** immediately and no later than within 48 hours after the incident; **You** must also do whatever **You** can to protect the insured property.

You or **Your** legal representative must give **Us** full details by phoning the claims helpline on +353 (0)1 651 8761 as soon as possible after an event which may lead to a claim under this **Policy.**

You must give **Us** all the help and information that **We** may reasonably require. **We** may also require other details, from you in writing. If **You** receive any letters or documents in connection with the event, **You** must send them to us before replying to them. If **You** know of any future prosecutions, coroner's inquests or fatal accident inquiries, **You** must tell us immediately in writing.

You must immediately tell An Garda Siochana if loss or damage is caused by stealing, attempted stealing, malicious people, vandals, riot or civil, labour or political disturbance.

You must immediately send to **Us** any writ or summons or other communication **You** receive that is related to the claim against **You**

5. Other Insurance

If **You** make a claim under this **Policy** and there is any other insurance covering that claim in whole or in part, **We** will only pay any loss, damage, compensation, costs or expenses in excess of that other insurance, including any deductible or excess. Unless such other insurance is specifically written as excess insurance over the l**imit of indemnity** of this **Policy**, the **Insured** shall provide the **Insurer** with full details of any such insurance when notifying it of a claim.

6. Right of Recovery

If any law requires that **We** pay a claim which would not otherwise be covered by **Your Policy**, **We** reserve the right to recover the amount from **You** or the person on whose behalf **We** made the payment.

7. Fraud

If **You** or anyone acting on **Your** behalf makes a false, fraudulent or exaggerated claim under this **Policy**, makes a false statement or submits false, forged or stolen documents in respect of a claim or suppresses or omits to provide information that would enable **Us** to refuse to pay a claim, **We** will be entitled to refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim. As a result of the actions above, **We** will also treat this **Policy** as having terminated with effect from the date of any of the acts or omissions.

If we terminate this **Policy** under this condition you will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

Fraudulent Claims

You must not act in a fraudulent way. If **You** or anyone acting for **You:**

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your Policy**;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on our behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this **Policy** or return any premium to **You** and **We** may cancel **Your Policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

8. Instalment Defaults

Where the **Insurer** has agreed to accept payment by instalments, any default in payment on the due date may result in the **Policy** cover being terminated from the date of notification by **You** of that default.

9. Arbitration

All differences arising out of or in connection with this Contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any such difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the **Insurer**. This means that **You** must strictly comply with this obligation to refer any such difference to arbitration before **You** are entitled to any cover under this Policy.

You must refer any claim to arbitration within 12 calendar months from the date of disclaimer of liability and any claim not so referred shall be deemed to have been abandoned.

10. Subrogation and Recoveries

Following a payment under this **Policy**, **We** will be subrogated to all rights and remedies available to the insured in connection with that payment which means that **We** have the right to seek recovery of that payment from a third party and are entitled to bring proceedings in the name of the insured. Whether before or after payment under this **Policy**, the insured will take all steps necessary, or required by the **Insurer**, to preserve the rights and remedies which the insured may have to recover any payment, including positive action. The insured will provide to the **Insurer** any assistance that it may require to secure all rights and remedies of recovery. The **Insurer** shall be entitled to take control of all steps taken to recover any loss.

Any amounts recovered will be applied in the following order: (a) to reimburse the **Insurer** for all costs incurred in bringing proceedings against the third party; (b) to the insured for the amount of any loss which is not insured and payable under this **Policy** in excess of our limit of liability; (c) to the **Insurer** up to the amount of the loss paid by the **Insurer** (in which case we will reinstate the limit of liability to the extent recovered); and (d) then to the insured to reimburse the excess. The **Insurer** agrees not to exercise its rights of recovery against any insured person unless the payments made by the **Insurer** under this **Policy** are brought about or contributed to by the deliberately dishonest act or omission of that insured person.

Without prejudice to the foregoing, the **Insurer** will not exercise its rights of subrogation in connection with a claim unless it is permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

11. Premium

The Insured will pay the premium to the Insurer before the inception of this **Policy** (or, in respect of instalment premiums, when due). If the premium due under this **Policy** has not been so paid to the **Insurer** by the day from the inception of this **Policy** (and, in respect of instalment premiums, by the date they are due) the **Insurer** shall have the right to cancel this **Policy** by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to the **Insurer** on a pro rata basis for the period that the **Insurer** are on risk but the full **Policy** premium shall be payable to the **Insurer** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this **Policy**. It is agreed that the **Insurer** shall give not less than 15 days prior notice of cancellation to the insured via the broker. If premium due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

12. Sanctions

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

General Exceptions

These exceptions apply to all sections in addition to any specific exclusion contained in each section of insurance.

We shall not be liable under this **Policy** for any liability, loss or damage caused directly or in any way by or in connection with:

1. Loss or destruction of, or damage to any property or any direct or indirect loss, or any legal liability directly or indirectly caused by or contributed to or arising from ionising radiations 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 explosive nuclear assembly or nuclear component of such assembly war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
2. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
3. Pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.

5. Any loss or damage to the property resulting from theft, attempted theft or malicious acts, by **You** or any member of **Your Family.**

6. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

7. Any loss, damage or liability caused by or resulting from **Your** or **Your Family's** property being confiscated, damaged or destroyed under order of any government, public or local authority.

8. Loss, damage or destruction or any cost or expense of whatsoever nature arising from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism.

9. Any loss or damage caused by **Wear and Tear**, gradual deterioration, depreciation, cleaning, decorating, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.

10. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.

11. Loss or damage which happens before **Your** insurance **Policy** starts.

12. Loss or damage caused by poor workmanship, flawed design or use of faulty materials including latent defects. A latent defect is a fault which exists, but which only causes a problem at a later stage under certain conditions.

13. Any claim more specifically covered by any other insurance **Policy**, as above.

14. A claim arising out of **Your** wilful acts or omissions.

15. Any actual, alleged or threatened unauthorised access to, unauthorised disclosure, theft, loss, alteration or destruction of, damage to, or inability or impaired ability to access or manipulate, or failure to safeguard any information, electronic data (including software or electronic databases), computer, or computer or communication network, whether total, partial, temporary, or permanent.

16. Computer viruses, erasure or corruption of electronic data, or the failure of any equipment to correctly recognise the date or change of date. "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

17. Loss or liability arising out of identity fraud, where **Your** digital or other persona has been cloned, stolen or used in any way including fraudulent applications for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of identity fraud.

18. Loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind.

19. A vehicle owned or driven by **You**, unless otherwise specified.

20. Any virus, bacterium, or other microorganism of any sort that induces or is capable of inducing physical distress, illness, or disease or whose presence poses an actual or potential threat to human health, including any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
Coronavirus disease (COVID-19); b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or c) any mutation or variation of SARS-CoV-2; or from any fear or threat of a), b) or c) above; any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above; any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof. However, this exclusion does not apply to loss or damage caused by or resulting from "fungus," wet rot, or dry rot.

Summary of Policy Benefits

Benefit: Buildings Cover	Limit: If Selected
Buildings Sums Insured	Refer to Policy Schedule
Weight of Snow	€2,500
Alternative Accommodation	20% of total Buildings Sums Insured and Contents Sums Insuredd Contents Sums Insured
Television, radio aerial masts or dishes	€750
Fire Brigade Charges	€3,000
Replacement of Locks	€1,000
Underground Pipes and Cables	€2,000
Liability to the Public	€3,000,000
Emergency Access	€750
Trace and Access	€750
Contents Cover	**If Selected**
Contents Sums Insured	Refer to Policy Schedule
Temporary Removal of Contents	€2,500
Fatal Accident	€5,000
Personal Money	€500
Credit Cards	€1,000
Title Deeds	€1,500
Freezer and Refrigerator Contents	€500
Shopping	€750
Loss of Oil and Metered Water	€750
Accidents to Domestic Employees	€3,000,000
Theft of contents in the open	€1,000
Theft of contents in locked outbuilding	€5,000
Jury Service	€25 per day. Max €500

Contents Cover	If Selected
Unspecified items	Refer to Policy Schedule (Max €1,000 per item)
Specified items	As listed in Policy Schedule
Pedal Cycles	As listed in Policy Schedule
Emergency Home Assistance	€300 per incident

Section 1 - Buildings and Contents

What is insured?	We do not cover
Loss of or damage by the following causes detailed in paragraphs 1 to 14 below to the: • **Buildings** (up to the maximum value displayed on **Your Policy Schedule**). • **Contents** (up to the maximum value displayed on **Your Policy Schedule**) while in the **Home.**	The first monetary amount stated in the **Policy Excess** section of **Your Policy Schedule.**

1. Fire, Smoke, Explosion, Lightning, or Earthquake

	We will not pay for loss or damage caused by smog, agricultural, forestry or industrial operations or anything that happens gradually from repeated exposure.

2. Storm or Flood or Weight of Snow

Loss or damage caused by the weight of snow is limited to **€2,500**.	• Loss or damage caused: a) by frost, subsidence, heave or landslip. b) to fences, gates, hedges, domestic fixed fuel-oil tanks, swimming pools, tennis courts, driveways, patios and terraces. c) by weight of snow to garages and **Outbuildings.** • Loss or damage to **Contents** outside the **Home.**

3. Subsidence or Heave of the site beneath the Buildings, or landslip;

	• Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the **Home** is damaged at the same time and by the same cause.

What is insured?	We do not cover
	• Damage caused by: a) the normal settlement or bedding down of new structures. b) faulty or inadequate drains or drainage systems. c) the settlement or movement or made-up ground. d) coastal, lake or river erosion. e) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations. f) Loss or damage arising from escape or overflow of water from drains or drainage systems • Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the **home** are damaged at the same time and by the same cause. • Damage which originated prior to inception of this **Policy.** • Damage resulting from: a) demolition, construction, structural alteration or repair to the **Buildings.** b) groundworks or excavation. • Any loss or damage where compensation is provided by other contract (including insurance, warranty, indemnity or guarantee) or legislation. • Any Loss or damage if any part of the **Buildings** suffered previous loss or damage by subsidence, ground heave, movement or landslip unless it has been disclosed to and accepted by us.

What is insured?	We do not cover
4. Malicious Damage, Riot, Labour Disturbances and Civil Commotion	
	• Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished.** • Loss or damage caused by **You** or **Your Family** or any person lawfully in **Your Home.** • Loss or damage to boundary walls, fences and gates.
5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	
	• Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished.** • Loss or damage arising from escape or overflow of water from drains or drainage systems. • Loss or damage caused by subsidence, heave or landslip. • Loss or damage to swimming pools. • Damage to the installation or appliance from which the water escapes. • Loss or damage 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.
6. Impact by animals, aircraft or aerial devices, vehicles, or any article dropped from them	
	• Loss or damage caused by domesticated pets or animals. • Loss or damage caused by **You, Your Family, Your Domestic Employees,** paying guests or tenants.

What is insured?	We do not cover
7. Theft or attempted theft	
	• Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**. • Loss or damage whilst the **Buildings** or any part of them are lent, let, sub-let or occupied by anyone other than **You** or **Your Family,** except where there is forcible and violent entry or exit. • Loss or damage caused by any person lawfully in **Your Home**. • Loss to **contents** in excess of **€1,000** contained within **Outbuildings** or loss to **Contents** in excess of **€5,000** contained within a locked **Outbuilding.**
8. Leakage of oil from any fixed heating installation	
	• Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**. • Loss or damage to the apparatus from which the oil escapes. • Any expenses incurred or levied where **You** retain experts or contractors (other than for emergency works) without **Our** express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to **Our** approval and **We** reserve the right to select such experts and contractors from **Our** pre-approved specialist panel.

What is insured?	We do not cover
9. Falling trees or branches	
	• Loss or damage to gates or fences. • The cost of the removal of the tree or branch unless damage has been caused to the **Buildings** by its fall. • Damage caused by felling, lopping, or topping of trees.
10. Accidental Damage (this cover is operative only if shown on the policy schedule	
	• Damage whilst the **Buildings** are left **Unoccupied** or **Unfurnished.** • Damage caused by: a) faulty workmanship, defective design, or the use of defective materials. b) escape of water from drains or drainage systems. c) **Wear and Tear**, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin. d) domestic pets. e) movement, settlement or shrinkage in any part of the **Buildings.** f) movement of the land belonging to the **Buildings.** g) demolition or structural alteration or repair. h) any process of heating, drying, cleaning, decorating, • The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse. • **Contents** lost in the **Home.**

What is insured?	We do not cover
	• Damage to clothing (including furs), hearing aids, contact lenses, **Money**, stamps, mobile phones or similar devices, coins or medals, food or drink. • Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. • Market depreciation, the cost of maintenance and redecoration. • Any destruction or damage otherwise shown as not insured under causes detailed in paragraphs 1 to 9 of this policy.
11. Alternative Accommodation	
If the **Home** is rendered not fit to live in as a result of loss or damage by any of the causes 1-10 of section 1 of this policy, **We** will pay up to a maximum of **12** months **Your** reasonable additional accommodation costs, incurred with our written consent, for **You**, **Your Family** and domestic pets until the **Home** is again fit to live in.	• **We** will not pay more than 20% of the total **Buildings** and **Contents** sum insured. • **We** will not pay for the cost of food and drink. • **We** will not pay for fuel and utility bills, property taxes, water charges or other charges for which **You** would have been liable if **You** were still living in the **Home.** • **We** will not pay for a standard of accommodation higher than that provided by the **Home** in which **You** live. • **We** will not pay for the cost of alternative accommodation for any period longer than is necessary to reinstate the property.

What is insured?	We do not cover

12. Television or radio aerials, masts or dishes

We will pay up to **€750** for loss or damage to television or radio aerials, masts or dishes.	• Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished.**

13. Fire Brigade Charges

We will pay **Your** costs **You** have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the **Home** which results in a claim under this policy up **€3,000.**	

14. Replacement of locks

We will pay the cost of replacing and fitting outside door locks to the **Home** if the keys of such locks are stolen, up to **€1,000.**	

Buildings - Additional Benefits

What is insured?	We do not cover

1. Underground Pipes and Cables

We will pay up to **€2,000** for the cost of repair following manifest accidental damage by external means to cables, underground pipes or underground tanks all servicing the **Home** and for which **You** are legally responsible.	• Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. • Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

What is insured?	We do not cover

2. Your Liability to the Public

We will pay for damages and claimants' costs and expenses which **You** become legally liable to pay for accidental a) death of, or bodily injury to or illness or disease of any person or b) accidental damage to material property up to **€3,000,000** in connection with a) any one claim or b) series of claims made against **You** arising out of any one event occurring during the **Period of Insurance** and incurred solely as owner (not as occupier) of the **Home** or the land belonging to the **Home.**	• Liability arising directly or indirectly from: a) any profession, business or employment.. b) any agreement unless **you** would have been liable had the agreement not been made. • Liability i) for death, injury, illness or disease of any member of **Your Household** or any other person permanently residing with **You.** ii) for death, injury, illness or disease to a person under a contract of service or apprenticeship with **You** or a member of **Your Family**, iii) for loss or damage to property owned, occupied or in the custody or control of any member of **Your Household** or any other person permanently residing with **You.** iv) arising more than seven years after the expiry or cancellation of section 1 of this **Policy** if **You** are insured under a more recently effected or current policy.

3. Emergency Access

We will pay up to **€750** for damage to the **Buildings** caused solely by the actions of the emergency services gaining access to **Your Home** in emergency circumstances.	

What is insured?	We do not cover
4. Trace and Access	
We will pay up **€750** for the **Reasonable** costs incurred **With Our Consent** in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.	• Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished.** • Loss or damage to the heating or water system from which the water escaped.
5. Fees and other Expenses necessarily Incurred	
We will pay the reasonable costs necessarily incurred by **You** with **Our** written consent as a result of loss or damage by any of the causes detailed in paragraphs 1 to 10 of this **Policy** for: a) architects, surveyors, legal and other fees. b) the cost of clearing the site and making the **Buildings** safe. c) the additional **Cost of Rebuilding** or repair of the damaged part of the **Buildings** solely to comply with any government or local authority requirements. d) The cost of preparing and negotiating the claim provided that such costs are vouched and do not exceed the sum of **€600** in respect of each loss. Any experts retained as Insurance Intermediaries to assist in the preparation and negotiation of **Your** claim must be regulated to perform this function by the Central Bank of Ireland.	• Costs of complying with any government or local authority requirements **You** were notified of before the loss or damage occurred.

Contents - Additional Benefits

What is insured?	We do not cover
1. Temporary Removal of Contents	
We will pay for contents lost or destroyed by any of the causes detailed in paragraphs 1 to 9 of this policy whilst temporarily removed from the home but remaining in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, up to €2,500 in respect of contents whilst in student accommodation or otherwise, up to 10% of the Sums Insured for contents shown in the schedule.	• Loss or damage in a furniture depository. • Loss or damage otherwise shown as not insured under causes detailed in paragraph 1 to 9 of this policy. • Loss or damage caused by storm or flood to property not in a building. • Loss or damage by theft unless force and violence is used to gain entry to or exit from a building or in the case of student accommodation, a locked room.
2. Fatal Accident	
We will pay up to **€5,000** if **You** die as a direct result of an accident in the **Home** caused by either fire, or assault by an intruder in the **Home.**	
3. Personal Money	
We will pay up to the amount displayed on **your** policy **schedule** for accidental loss of or accidental damage to **money** belonging to **you** or a member of **your family,** anywhere in the world.	• Loss of **Your Money** from the **Home** while any part of the home is let or sub-let, unless entry to or exit from the home is made using violence or force.. • Stealing of **Money** from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence or force.

What is insured?	We do not cover
4. Credit Cards	
We will pay up to **€1,000** for financial loss arising from the unauthorised use following loss or theft of credit cards belonging to **You** or a member of **Your Family.**	• Liability following a breach of the terms and conditions of use. • Unauthorised use by a member of **Your Family** or **Your Domestic Employees.**
5. Christmas & Wedding gifts	
Your Contents sum insured is automatically increased by 10% a) during the month of December only, to cover Christmas gifts and extra food and drink bought for the Christmas season. b) to cover wedding gifts for a period of one month before and one month after the wedding day of **You** or a member of **Your Family.**	
6. Title Deeds	
We will pay up to **€1,500** for the cost of preparing new title deeds to the **Premises** if they are lost or damaged by any cause detailed in paragraphs 1 to 9 of this **Policy** while in the **Home** or while kept in **Your** bank.	• Loss or damage otherwise shown as not insured under causes detailed in paragraph 1 to 9 of this **Policy**

What is insured?	We do not cover
7. Deep Freezer & Refrigerator Contents	
We will pay up to **€500** for food in a domestic deep freezer in the **Home** that is made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.	• The first **€125** of each and every loss. • Loss due to the deliberate act of the supply authority. • Loss if the freezer is more than 10 years old at the date of the loss.
8. Shopping	
We will pay up to **€750** for the cost of replacing food and other purchases that are lost or damaged while **You**, or a member of **Your Household**, are carrying them to the **Premises** from the shop where they were bought.	• Stealing or attempted stealing from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence or force.
9. Loss of Oil and Metered Water	
We will pay up to **€750** for: a) the cost of oil lost from the domestic heating installation following Accidental Damage to any part of the domestic heating installation. (In addition, **We** pay up to **€2,000** for the costs of cleaning up spilled oil). b) additional metered water charges incurred by **You** and resulting from accidental damage to the water system in the **Home**.	• Loss or damage otherwise shown as not insured under causes detailed in paragraphs 1 to 10 of this **Policy.** • Loss if the **Buildings** have been left **Unoccupied** or **Unfurnished**.

What is insured?

10. Public and Personal Liability

We will pay for damages and claimants' costs and expenses which **You** or any member of **Your Family** become legally liable to pay for accidental

a) death of, or bodily injury to or illness or disease of any person or
b) accidental damage to material property.

up to **€3,000,000** in connection with any one claim or series of claims made against **You** or a member of **Your Family** arising out of any one event, occurring during the **Period of Insurance** and incurred

i) solely as occupiers, (but not owners) of the **Home** or the land belonging to the **Home**; or
ii) in a personal capacity, (not as occupier or owner of any building or land) occurring in The Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands, and elsewhere in the world during a temporary visit of not more than 60 days in any one **Period of Insurance** and 14 days any one trip.

We will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

We do not cover

- Liability arising directly or indirectly from:

a) any profession, business or employment.
b) the ownership of any land or building.
c) any agreement unless you or a member of Your household have been liable had the agreement not been made.
d) the transmission of any communicable disease or virus by **You** or any member of **Your Household** (excluding **Domestic Staff**).
e) racing, hunting or playing polo.
f) wilful, malicious or criminal acts.

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

a) lift, caravan, aircraft of any sort (including aerocopters, gliders, balloons, or dirigibles, manned or unmanned), sailboard or watercraft including jetskis (other than the hand propelled watercraft).
b) mechanically propelled or assisted vehicle (other than domestic gardening machinery), electric or motorised wheelchairs, 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 and subsequent amendments.

What is insured?

We do not cover

c) animal, except domestic pets other than those listed in the Dangerous Dogs Act.
d) horse unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and
e) subsequent amendments. amendments. firearm, other than properly licensed shotguns.

- Liability for death, bodily injury to any member of **Your Family** or any other person permanently residing with **You**.
- Liability for loss of damage to property owned by, or in the custody or control of any member of **Your Family** or any person permanently residing with **You**.

What is insured?	We do not cover

11. Accidents to Domestic Employees

Any amounts which **You** or a member of **Your Family** become legally liable to pay as damages for death of, bodily injury to, or illness or disease to, **Your Domestic Employees** directly employed by **You** or 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 event or series of events is **€3,000,000** (inclusive of all legal fees and other expenses agreed by **Us** in writing).

- Liability for:

a) death of, bodily injury to, or illness or disease of, any member of **Your Family** or any other person residing with **You** who is not a **Domestic Employee.**
b) death of, bodily injury to, or illness or disease 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 amendments.
c) death of, bodily injury to, or illness or disease caused by or arising out of Covid or SARS or similar communicable disease.

12. Contents in the Open

We will pay up to **€1,000** for **Contents**, in the open and within the boundaries of the land belonging to the **Home** for loss or damage caused by events detailed in paragraph 1 and paragraphs 3 to 9 of section 1 of this **Policy.**

- Any loss, damage or amount shown as not insured under causes detailed in paragraph 1 and paragraphs 3 to 9 of this section.
- Plants and trees.

13. Jury service

We will pay the daily benefit of **€25** for each day or part of a day that **You** or **Your Partner** go to court for jury service, up to a maximum of **€500**. A claim under this section will not affect **Your** no-claim bonus and **You** will not have to pay an **Excess** under this section.

Basis of Claims Settlement - Buildings & Contents

1) **We** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by an of the Insured causes listed in paragraphs 1 to 10 subject to the conditions and exclusions set out in this **Policy**, with a deduction for **Wear and Year** made only in respect of clothing, footwear, floor coverings, household linen and Pedal Cycles.
2) **We** will pay up to the sum insured for **Buildings** shown in the **Schedule** (plus any **Index Linking** adjustment applicable) for the **Cost of Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under 'Additional Benefits Building' section of this **Policy.**
3) If the **buildings** are not rebuilt or repaired, **We** will pay at **Our** option the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
4) If the **Buildings** have not been maintained in a good state of repair, a deduction will be made for **Wear and Tear.**
5) If at the time of any loss or damage the sum insured is less than the **Cost of Rebuilding, We** will reduce the claim payment by the same percentage the property is under insured by. (Average Clause – see below)
6) If **You** received a premium reduction as a result of an unintentionally **Misrepresentation**, **We** may reduce the amount **We** pay in respect of any loss for **Buildings & Contents** in proportion to the premium discount **You** received.
7) The maximum amount that **We** will pay in respect of any one loss for **Contents** is the Limit of Indemnity stated in the **Schedule**.
8) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for **Wear and Tear** for clothing, footwear, floor coverings, household linen and pedal cycles, is greater than the Limit of Indemnity for **Contents** shown in the **Schedule, We** will pay only that proportion of the loss which the Limit of Indemnity bears to the replacement cost.
(Average Clause – see below)
9) The most **We** will pay is 33% of the total **Contents** sum insured shown in the **Schedule** but not more than **€4,000** for any one article, set or collection unless specified on your **Policy.**
10) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
11) Subject to 9 above, in the event of loss or damage to any one article or pair or set of articles where the value exceeds **€2,500** it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

Where **We** elect to settle **Your** claim on a cash basis, **We** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep your receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

Automatic Reinstatement

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Underinsurance (Average Clause)

If the Sum Insured is less than the **Cost of Rebuilding** the **Buildings** and/or replacing the **Contents We** may reduce the settlement of **Your** claim by the same percentage that the **Buildings** and/or **Contents** is underinsured by. **We** will only pay for the proportion of the damage the sums insured bears to such cost.
If it is necessary to make a deduction for **Wear and Tear**, then the **Cost of Rebuilding** or replacing as new less the allowance for **Wear and Tear** will be compared with **Your** actual sum insured. **You** will only be paid that proportion of the loss or damage which **Your** sum insured bears to this cost of rebuilding or replacing.

Underinsurance Example:

Your home is insured for €300,000 but the full cost to rebuild the property is €400,000. This means that the home is underinsured by €100,000 or 25%. As a result, **Your** claim would be reduced by 25%.

Example 1 – Total Loss Claim

Fire damage occurs and **Your Home** requires a complete rebuild. The **Home** is insured for €300,000 and so this is the maximum payment that can be made under the insurance **Policy**, and **You** would need to pay the balance of €100,000 yourself.

Example 2 – Partial Loss Claim

Fire damage to occurs to the **Home** and the cost to repair the damage is €100,000. As the property is underinsured by 25%, so a deduction of 25% is made from cost of repairs. Therefore, the most **You** will receive is a payment of €75,000 and **You** would need to the pay the balance of €25,000 yourself.

Section 2 – Optional Cover for your Contents away from your property

What is insured?

We will cover **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage caused to:

1) any item specified in the Schedule up to the sum insured shown against that item.
2) other items up to the Unspecified items sum insured shown in the Schedule in respect of any one claim subject the limit of **€1,000** in respect of any one unspecified item.

We do not cover

Geographical Limits

The cover provided by this Section applies to insured property in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and for not more than 60 days in any one **Period of Insurance** while elsewhere in the world and 14 days any one trip.

The first monetary amount displayed in the **Excess** section of **Your Policy Schedule**

We will not cover the following, either as a specified item or an unspecified item.

- loss of or damage to **money** of any kind.
- loss of or damage to camping equipment.
- loss of or damage to documents of any kind.
- loss of or damage to any item used for business, trade or professional purposes.
- loss of or damage to household goods.
- loss of or damage to pottery, porcelain, terracotta, glass or other fragile or brittle items other than by fire and theft.

What is insured?	We do not cover
	• theft of any bicycle (or of its tyres, accessories or fittings) left both unlocked and unattended away from the **Home**. • loss of or damage to any bicycle while being used for racing or while used for hire or reward. • loss of or damage to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time. • theft or attempted theft of an item from any unattended vehicle. i) unless all windows, including sunroof, and doors are securely locked. ii) unless, in the case of a convertible vehicle, the roof is securely locked. iii) unless the property is completely concealed within a closed compartment or locked boot. • loss of or damage to sports equipment while in use. • loss of or damage to golf clubs or sets left unattended in or outside any golf club. damage to guns • damage to guns where the damage is caused by bursting or rusting. • loss of or damage to musical instruments used or held for business or professional purposes. • damage to reeds, strings or skins of musical instruments. • damage caused by animals owned or in the care, custody or control of **You** or members of **Your** Household.

What is insured?	We do not cover
	Unless the following are specified items on the Schedule and subject to the above exclusions **We** will not cover; • loss of or damage to all sports equipment including those used for water sports or for winter sports. • loss of or damage to hearing aids, contact lenses or dentures. • loss of or damage to any bicycle. • loss of or damage to guns. • loss of or damage to musical instrument. • loss of or damage to mobile phones including accessories. • loss of or damage to personal computers, laptops or other computer equipment including accessories. • loss of or damage to personal electronic entertainment devices such as Sony PlayStation, Microsoft X-Box, Sony PSP, Nintendo Wii, Nintendo DS or i-Pod devices or Blu-Ray, MP3 or DVD players or other similar devices including accessories.

Basis of Claims Settlement - Contents away from your property

We will pay the full cost of replacement as new or repair of the article lost or damaged, less an amount for **Wear and Tear** in respect of clothing and furs, or at **Our** option **We** will replace the article or arrange for its repair. If **You** do not replace the article which is lost or damaged beyond economical repair, **We** will pay the resale market value only.

If **You** received a premium reduction as a result of an unintentional **Misrepresentation**, **We** may reduce the amount **We** pay in respect of any loss in proportion to the premium discount **You** received.

No Claims Discount

For the purpose of the no-claims bonus, '**Period of Insurance**' means one year from the beginning of the **Policy** to the first renewal date, and then each year between renewal dates.

If no claim arises during the **Period of Insurance**, at the first renewal date **We** will reduce the renewal premium in line with **Our** no-claims bonus scale applicable at the renewal date.

If a claim arises during any **Period of Insurance**, **We** will reduce **Your** no-claims bonus as follows.

No Claims Bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5+ years	2 years

If two or more claims arise in any **Period of Insurance**, **We** will reduce **Your** no-claims bonus to nil at **Your** next renewal unless **You** have purchased the protected no-claims bonus option.

We will not reduce **Your** no-claims bonus as a result of:

- claims made under **Home** Emergency Assistance; or
- payments (including costs and expenses) which **We** later recover in full.

You cannot transfer **Your** no-claims bonus to anyone else and it may only be used on one Home Insurance policy at a time.

Section 3 - Home Emergency Assistance

Call this 24hr number if you need home assistance. (0)91 501 678

This insurance is arranged MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY.

MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Definitions specific to Home Emergency Assistance

Approved Contractor

A tradesperson authorised in advance by **Us** to carry out Emergency Repairs.

Emergency

An Emergency is defined as an unexpected or sudden event which results in damage to the **Home** demanding immediate action to make it safe and secure it against further loss or damage

Emergency Repair(s)

Work undertaken by an authorised Approved Contractor to resolve the Emergency by completing a Temporary Repair.

Temporary Repair

Work undertaken by an authorised Approved Contractor to resolve the Emergency by completing a Temporary Repair.

We/Us/Our

MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros, S.A., trading as MAWDY.

Benefits

Home emergency assistance provides a 24 hours, 365 days a year service, through MAWDY, 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 their prior approval.

If the **Home** has been broken into **You** should notify An Garda Síochána prior to calling the **Home Emergency** assistance line.

Your Excess will not apply to a **Home Emergency** assistance request.

Please have the following information available when **You** call:

a) **Your** telephone number.

b) **Your** full **Home** address.

c) **Your Policy** number.

d) A description of the problem.

Events insured

Section A ï Home Emergency Assistance

We will provide an **Emergency Repair** service to secure the **Home** and prevent any further loss or damage from occurring. **We** will only provide this cover following an unexpected or sudden event which requires immediate action as a result of:

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,
    - theft,
    - any other accidental cause,
    - a child having 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.
6) The complete failure or breakdown of the heating and/or hot water supply provided by the primary heating system in the **Home.**

Section B ï Follow up services

We will provide **You** with the number of an essential service urgently.

Cover Provided

We will arrange and pay for the cost of the callout, labour and materials needed to carry out an emergency repair, up to the value of €300 including vat per home emergency assistance.

If the cost of the **Emergency Repairs** exceeds €300 **You** will be responsible for paying the difference.

What is not covered?

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.
6) Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
7) Any assistance requests if You knowingly provide false or misleading information.
8) Any work other than emergency repair as specified.
9) Any work undertaken which is not within the **Home.**
10) Any costs incurred without **Our** prior approval.
11) Any incident brought about by an avoidable or wilful or deliberate act committed by **You** or any act **You** consented to or reasonably should have known would cause loss or damage.
12) Damage to **Your** Contents.
13) Any primary heating system which has not been maintained in line with manufacturers' specifications.

Conditions

We will only provide the **Home Emergency** assistance benefits described in the **Policy** once **You** have complied with all its terms and conditions.

a) This section provides **Home Emergency** assistance only. It does not replace the cover provided by Buildings Section of this **Policy** and does not provide for the cost of normal wear, tear, depreciation or general maintenance.

b) **We** will not pay any benefit unless **You** have notified **Us** by calling the contact number and **We** have authorised assistance.

c) **You** cannot transfer the benefits of **Your Policy** to anyone else.

d) **You** should keep the **Home** in a good state of repair.

e) **Our Home Emergency** assistance cover is limited to a maximum of 4 emergency assists in any one 12 month period of insurance. After the third assistance, **Your Home Emergency** assistance cover becomes void. Any further assistance will be at **Your** own cost.

f) 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 shortage of tradespersons available to provide assistance.

g) **We** may refuse assistance if there is any risk to the safety or security of the attending tradesperson.

Customer Care

In the unlikely event of a dispute occurring regarding this Section of Your policy You should, in the first instance, write to:

The Customer Service Team,
MAWDY,
22-26 Prospect Hill,
Galway.

Should You remain dissatisfied, You may contact:
The Financial Services and Pensions Ombudsman,
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Phone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Insurance Act 1936

All monies which become or may become payable by MAWDY to **You** under this **Policy** shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland

Stamp Duties Consolidation Act 1999

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

Data Protection

We will need to obtain personal information from **You** to provide **You** with the **Policy** of insurance. This means any information obtained from **You** in connection with this policy provided to **You** by **Us** (or **Our** subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use **Your** personal data in the following ways:

- to provide **You** with **Policy** cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the policy;
- to confirm, maintain, update and improve Our customer records;
- to identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent);
- to analyse and develop **Our** relationship with **You**;
- to help in processing any applications You may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by **Us** and/or any sectorial organisation in Europe.

Where **You** have given **Your** consent, **We** may share some of **Your** personal information with **Our** partner companies or companies within **Our** group so that they can provide **You** with information about other products, services and promotions that may be of interest to **You** by letter, telephone, SMS or e-mail. **We** will only disclose **Your** personal information to third parties if:

- it is necessary for the performance of **Your** policy of insurance with **Us**;

- **You** have given **Your** consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change **Your** mind about **Your** marketing consent at any time by contacting **Our** Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway or email: DPO.IRELAND@mapfre.com

MAWDY deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Customer Care

Loss of or Damage to the Insured Property / Liability to Other People

Sections 1 and 2 are underwritten by Accredited Insurance (Europe) Ltd. who are regulated by Malta Financial Services Authority, Malta and by the Central Bank of Ireland for Conduct of Business rules.

The contact details should **You** wish to raise a complaint about these Sections directly with Accredited Insurance (Europe) Ltd. are;

Accredited Insurance (Europe) Limited
3rd Floor
Development House
St Anne Street
Floriana FRN 9010
Malta
Email: complaints@accredited-eu.com

If **You** are not satisfied with **Our** final response or **We** have not responded within fifteen (15) working days, **You** may also refer **Your** complaint to: Office of the Arbiter for Financial Services, St Calcedonius Square, Floriana, FRN 1530, Malta, telephone (+356 212 49245). **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with.

The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk in situated is eligible to make a complaint). For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit http://financialarbiter.org.mt/

Home Emergency Assistance

MAPFRE ASSISTANCE Agency Ireland provide the Breakdown Assistance covers in the Ivernia Protect car policy. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. (Ref C781)

The contact details where a customer wishes to raise a complaint about Home Emergency Assistance directly with Mapfre Assistance are:

Customer Service Department
MAPFRE ASSISTANCE Agency Ireland
22-26 Prospect Hill
Galway
H91 TVF8

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

Right of Referral to the Financial Services Ombudsman – All Sections

If **You** are not satisfied with **Our** decision on a complaint or if a decision has not been given after 40 days and/or a Final Response letter has been issued, **You** can bring their complaint to the Financial Services and Pensions Ombudsman.

The contact details are as follows:

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

Ivernia Insurance Limited
Ivernia House
Ravenscourt Offic Park
Sandyford, Dublin 18
Ireland

Email: info@ivernia.ie

Ivernia INSURANCE

Serial No. 061730