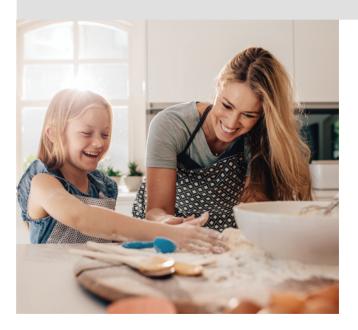
# YOUR HOUSEHOLD POLICY

Direct





**HOME INSURANCE** 

Household Policy

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Household Policy

# Introduction

We are very pleased to introduce You to the Allianz Household Insurance Policy and thank You for insuring with Us.

Please read this Policy carefully to ensure that it provides the cover You require. If the schedule details do not agree with the details completed on your statement of fact or proposal form then please contact Us immediately.

We will, subject to the terms, conditions, limitations and exclusions of this Policy, indemnify You against loss, damage or legal liability which occurs during any Period of Insurance for which You have paid or agree to pay the premium.

On behalf of Allianz p.l.c.

Hele-Nemy

Helen Merry Chief Underwriting Officer.

# Insurance Act 1936 (or future amendments thereto)

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

### Finance Act 1990 (or future amendments thereto)

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

# Definitions

Any word or expression, which is given a specific meaning in this Policy, will have the same meaning wherever it appears.

# Accidental Damage

Sudden or unforeseen damage caused as a result of an unexpected action or event.

# The Company/We/Us

Allianz p.l.c.

# Contents

Household goods and Personal Effects belonging to You (or for which You are legally responsible) or belonging to members of your Household and/or Domestic Employees permanently residing with You, all within the private house and domestic outbuildings.

Money is included up to a maximum of €650 in any one Period of Insurance.

Any one High Value Item is covered for up to 10% of the Contents sum insured and the total value of all High Value Items, regardless of the value of each individual item, is covered for up to 50% of the Contents sum insured unless details have been advised to Us and are listed on the schedule.

Home office equipment i.e. personal computers, printers, facsimile, telephone answering machines, modems and the like, is included up to a maximum of €4,000 in any one Period of Insurance.

# Excluding:

- property otherwise insured,
- motor vehicles (other than mechanically propelled lawnmowers),

quad bikes, motorised wheelchairs, caravans, marine craft, trailers (unless specified on the Policy for use with Small Craft), aircraft or parts, keys or accessories of, on or in any of them,

- animals and livestock,
- passports, driving licenses, deeds, bonds, securities for money, manuscripts, certificates, bills of exchange, promissory notes and documents of every kind unless specifically mentioned.

The Contents, as defined above, must be:

- used for domestic and recreational purposes only,
- situate at the address noted on the schedule unless cover is otherwise stated in the Policy.

# Domestic Employee(s)

Any employee of the Household carrying out solely private domestic duties in connection with the Premises noted on the schedule, including repair, maintenance or decoration.

# Endorsement

Any alteration to this Policy wording.

# Excess

The amount of any loss You must pay yourself.

# High Value Item(s)

Any item, set or collection of jewellery, precious metal, picture(s), other work(s) of art, furs, stamps, coins, and other such items, sets and collections.

# Definitions

# Household

You and others permanently residing with You other than Paying Guests.

# The Insured/You

The person(s) named on the schedule under the heading "Insured."

# Money

Banknotes, coins, cheques, bank drafts, postal or money orders, stamps (not forming part of a collection), savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers & annual commuter tickets.

# **Paying Guests**

Guests paying for accommodation, including lodgers and bed and breakfast (B&B) guests, all residing with You in the private house.

# Period of Insurance

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

# Personal Effects

Articles normally worn or carried on the person.

# Policy

The Policy which includes and shall be read as one document with the schedule, endorsements and statement of fact or proposal form, evidences a contract of insurance between the Insured and Allianz.

# Premises

The Premises is defined as:

 (a) the private house, including fixtures and fittings therein and thereon. The private house must be constructed of brick, stone or concrete and roofed (at least 70%) with slates, tiles, concrete, asphalt or metal,

and

(b) domestic outbuildings, garages, swimming pools, tennis courts, fuel storage tanks and their contents, septic tanks, terraces, patios, decking, driveways, footpaths, walls, gates and fences, lawns, including fixtures and fittings therein and thereon,

and

(c) any hedges, trees, shrubs and plants within the boundary of the Premises.

# Excluding:

- wind turbines,
- the percolation area of septic tanks.

The Premises, as defined above, must be:

- occupied and used for domestic and residential purposes only,
- situate at the address noted on the schedule.

# Definitions

# Small Craft

Vessels up to a maximum of 5.2 metres in length, with a maximum design speed not exceeding 17 knots and not more than 15 years old.

# Smoke

Direct damage from smoke including the sudden, unusual or faulty operation of any oil, gas, electric domestic heater or domestic cooking appliance located within the Premises.

# Storm

A violent atmospheric event with strong winds in excess of 47 knots that may be accompanied by heavy rain, snow or sleet.

# Tenant(s)

Any person(s) living at the Premises under a private rental or lease agreement with You.

# Unfurnished

Not adequately furnished or equipped for normal living purposes.

# Unoccupied

Not lived in on a permanent full-time basis by You, a member of your Household or any other person authorised by You.

All other definitions as detailed in the Policy.

This section only applies when a sum insured for this cover is shown on the schedule.

# The Cover

We will indemnify You for loss or damage to the Premises by any of the causes numbered (1) to (12), subject to the terms, conditions, limits and exclusions set out in this Policy. For full details of our loss settlement basis please refer to the 'Loss Settlement Basis' section of this Policy.

In the event of a loss our maximum liability is limited to the sum insured stated in the schedule or endorsed thereon, less the amount of the Excess stated in the schedule in respect of each loss, except where otherwise indicated within this Policy.

What Your Policy Covers	Excluding Loss or Damage
(1) Fire, explosion, lightning, earthquake and thunderbolt	
(2) Smoke	<ul> <li>by Smoke from fireplaces,</li> <li>by smog or from agricultural smudging or industrial operations.</li> </ul>
(3) Storm or flood	<ul> <li>to fences and gates, lawns, hedges, trees, shrubs and plants,</li> <li>by frost,</li> <li>to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age.</li> </ul>
(4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance (continued on next page)	<ul> <li>while the private house is Unfurnished,</li> <li>where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> </ul>

# What Your Policy Covers

- (4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance
- (5) Stealing or attempted stealing

- (6) Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance
- (7) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals
- (8) Falling trees and branches and/or external television/radio aerials, masts and satellite dishes

# **Excluding Loss or Damage**

- caused by gradual leaking or seepage of water from any bath, shower, wash-hand basin and/or other sanitary fittings,
- caused by damage to, or failure of, a fish tank or its accessories.
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- when any part of the private house is lent, let, sub-let or accommodating Paying Guests unless involving entry or exit by forcible or violent means.
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.
- caused by animals owned by or in the care, custody or control of You or members of your Household.
- caused by felling of trees or lopping of branches,
- to hedges and fences,
- arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.

# What Your Policy Covers

- (9) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances
- (10) Malicious damage and vandalism

(11) Subsidence or heave of the site on which the private house stands or landslip.(continued on next page)

### **Excluding Loss or Damage**

- to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, driveways, footpaths, swimming pools, lawns, trees, shrubs and plants.
- by any person lawfully on the Premises or any person invited onto the Premises by You or a member of your Household,
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- to boundary walls, hedges, tennis courts, gates, fences, terraces, patios, drive-ways, footpaths, swimming pools, lawns, trees, shrubs and plants.
- resulting from demolition, structural alteration or structural repair,
- resulting from the settlement of made up ground,
- resulting from coastal, lake or river erosion,
- to walls, gates, fences, terraces, patios, driveways, footpaths, swimming pools and tennis courts unless the private house is damaged at the same time by this cause,
- resulting from the bedding down of any structure,
- to solid floor slabs or loss or damage resulting from the

# What Your Policy Covers

(11) Subsidence or heave of the site on which the private house stands or landslip.

# (12) Accidental Damage

This cover is only applicable if indicated in the schedule.

# **Excluding Loss or Damage**

movement thereof unless the foundations beneath the external walls of the private house are damaged by the same cause and at the same time.

- to the Premises other than to the private house,
- to any part of the private house which is lent, let, sub-let, or accommodating Paying Guests,
- by settlement and shrinkage,
- caused by animals owned by or in the care, custody or control of You or members of your Household,
- caused by scratching, abrading or denting,
- as a result of tree root action,
- resulting from any weather related event,
- which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, paragraphs (1) to (11).

What Your Policy Covers

# Section 1: Additional Benefits

The Excess stated in the schedule is applicable in respect of each loss except where review indicated within the Daliay Earfull datails of our loss settlement basis place oth Р re

otherwise indicated within the Policy. For full details of our loss settlement basis please
refer to the 'Loss Settlement Basis' section of this Policy.

Alternative accommodation	
(a) Where the property is occupied as your	
main residence We will pay:	
<ul> <li>the cost of the reasonable</li> </ul>	
additional expenses necessarily	
incurred by You, with our consent,	
for alternative comparable	

members of your Household,

accommodation for You and

- (b) Where the property is let to Tenant(s) We will pay:
  - the cost of the reasonable additional expenses necessarily incurred by You, with our consent, for alternative comparable accommodation for your Tenant(s). OR
  - two years ground rent if You are liable, OR
    - the loss of rent due to You.

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

This benefit will only be paid during the reinstatement period of the Premises and up to a maximum amount of 15% of the Premises sum insured provided no payment is made under any other insurance policy.

# **Excluding Loss or Damage**

 where the property is occupied as a holiday home or a let holiday home.

# What Your Policy Covers

### Architect's/Surveyor's fees

We will pay the cost of Architect's/ Surveyor's and legal fees necessarily and reasonably incurred, with our consent, in the reinstatement of the Premises following loss or damage covered by this Policy.

# Breakage of fixed glass and sanitary fittings

We will pay the cost for the replacement or repair, following accidental breakage, of the following:

- fixed glass in doors, windows, skylights, fanlights and verandas,
- fixed wash-hand basins, fixed baths, cisterns, fixed sanitary fittings and fixed shower units.

### Debris removal costs

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

#### Fire Brigade charges

We will pay the cost incurred by You and. payable to a local authority, as permitted by legislation, resulting from Fire Brigade attendance as a result of any incident which is insured by your Policy. The maximum amount payable is  $\notin 2,000$  in respect of any one loss provided no payment is made under any other section of this or any other insurance policy.

### **Excluding Loss or Damage**

- to any item broken or cracked at the commencement of this insurance,
- to swimming pools,
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

# What Your Policy Covers

# **Excluding Loss or Damage**

### Gardens

We will pay the cost of repairing damage caused to gardens by the attendance of the emergency services at the Premises in connection with an incident which is insured by your Policy. The maximum amount payable is  $\in$ 1,000 in respect of any one loss.

### House rebuild to A3 energy standard

In the event that the private house needs to be totally rebuilt following damage by an insured cause We will cover the rebuilding costs to reinstate the private house to a BER 'A' rating provided that your sums insured are adequate.

#### **Paying Guests**

Where You permanently occupy the Premises as your main residence permission is given for up to six Paying Guests (at any one time) to stay in the private house.

#### Public Authorities Requirements costs

We will pay the cost of complying with any Government, local authority, building or other regulation to the extent that these apply to parts of the Premises damaged by an insured cause.

#### Purchaser's interest

If You have contracted to sell the Premises, the contracting purchaser will have, at your request, the benefit of this section up to the date of completion of the sale. This extension only applies if the Premises is not • where notice of the requirement has been served on You prior to the occurrence of the loss or damage.

# What Your Policy Covers

**Purchaser's interest (continued)** otherwise insured and shall not prejudice your or our rights.

# Satellite dishes, television/radio aerials and masts

We will pay the cost of repairing or replacing external satellite dishes, television/radio aerials and masts up to a maximum of 10 metres in height. The maximum amount payable is €1,300 in respect of any one loss.

# Service pipes and cables

We will pay the cost of repairing or replacing service pipes and cables for which You are legally responsible following Accidental Damage of same.

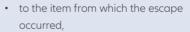
# Trace and access

We will pay the cost of removing or replacing any part of the Premises necessary to repair any fixed domestic water or heating installation where water, oil or gas has escaped. The maximum amount payable is €650 in respect of any one loss.

# Weight of fallen snow/snow loading

We will pay the cost of repairing damage to the private house caused by the weight of accumulated fallen snow or the sudden movement of same.

### **Excluding Loss or Damage**



- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

# Section 1: Liability to Others

# What Your Policy Covers

### Liability to Domestic Employees

We will indemnify You against all sums which You shall become legally liable to pay as employer for death, accidental bodily injury or illness to any Domestic Employee while in your employment in connection with the Premises. The maximum amount payable under this Policy in respect of any one event or series of events constituting one occurrence is €3,175,000 inclusive of all legal fees and other expenses.

# Liability to others as owner of the Premises

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

- (a) death, accidental bodily injury or illness to any person other than;
  - You,

# Excluding Liability in Respect of / Arising from

- any action for damage brought in a Court of Law outside the Republic of Ireland,
- any contract or agreement which imposed on You liability which You would not otherwise have been under,
- death, bodily injury or illness caused to other members of your Household,
- the ownership, possession or use of any mechanically propelled vehicle, horsedrawn vehicle or craft. This does not apply to mechanically propelled lawnmowers being used at the Premises – provided that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending statutes, work of a construction or reconstruction nature or structural alterations or demolition.
- any action for damage brought in a Court of Law outside the Republic of Ireland,
- any contract or agreement which imposed on You liability which You would not otherwise have been under,
- the ownership, possession or occupation of any other land, buildings or structures,

# Section 1: Liability to Others

# What Your Policy Covers

- members of your Household,
- Domestic Employees.
- (b) Accidental Damage to property other than property belonging to or under the control of;
  - You,
  - members of your Household,
  - Domestic Employees.

The maximum amount payable under this Policy in respect of any one event or series of events constituting one occurrence is  $\in$ 3,175,000 inclusive of all legal fees and other expenses.

In the event of your death We will indemnify your personal representatives, as though they were the Insured, in respect of liability incurred by You provided that your personal representatives will observe, fulfil and be subject to the terms, conditions, limits and exclusions of the Policy insofar as they can apply.

# Excluding Liability in Respect of / Arising from

- the exercise of any business, trade or profession other than the provision of;
  - (i) a child minding facility at the Premises for up to 2 children,
  - (ii) accommodation for Paying Guests subject to the limit set out in the Policy or any amending Endorsement,
- any wilful or malicious act,
- work of a construction or reconstruction nature or structural alterations or demolition.

# Section 2: Contents

# This Section only applies when a sum insured for this cover is shown on the schedule.

# The Cover

We will indemnify You for loss or damage to the Contents by any of the causes numbered (1) to (12), subject to the terms, conditions, limits and exclusions set out in this Policy. For full details of our loss settlement basis please refer to the 'Loss Settlement Basis' section of this Policy.

In the event of a loss our maximum liability is limited to the sum insured stated in the schedule or endorsed thereon, less the amount of the Excess stated in the schedule in respect of each loss, except where otherwise indicated within this Policy.

What Your Policy Covers	Excluding Loss or Damage
(1) Fire, explosion, lightning, earthquake and thunderbolt	
(2) Smoke	<ul> <li>by Smoke from fireplaces,</li> <li>by smog or from agricultural smudging or industrial operations.</li> </ul>
(3) Storm or flood	
(4) Freezing, escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance	<ul> <li>while the private house is Unfurnished,</li> <li>where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> <li>caused by gradual leaking or seepage of water from any bath, shower, wash-hand basin and/or other sanitary fittings,</li> <li>caused by damage to, or failure of, a fish tank or its accessories.</li> </ul>
(5) Stealing or attempted stealing	<ul> <li>while the private house is Unfurnished,</li> <li>where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,</li> <li>when any part of the private house is lent, let, sub-let or accommodating Paying Guests unless involving entry</li> </ul>

or exit by forcible or violent means.

# Section 2: Contents

# What Your Policy Covers

- (6) Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance
- (7) Impact by aircraft, aerial devices or articles dropped from them, rail vehicles, road vehicles or animals
- (8) Falling trees and branches and/or external television/radio aerials, masts and satellite dishes
- (9) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances
- (10) Malicious damage and vandalism

(11) Subsidence or heave of the site on which the private house stands or landslip

# **Excluding Loss or Damage**

- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.
- caused by animals owned by or in the care, custody or control of You or members of your Household.
- caused by felling of trees or lopping of branches,
- arising from the cost of removing fallen trees unless they have otherwise resulted in a valid claim under the Policy.
- by any person lawfully on the Premises or any person invited onto the Premises by You or a member of your Household,
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.
- unless the private house is damaged at the same time by this cause.
- resulting from demolition, structural alteration or structural repair,
- resulting from the settlement of made up ground,
- resulting from coastal, lake or river erosion.

# Section 2: Contents

# What Your Policy Covers

# (12) Accidental Damage

This cover is only applicable if indicated in the schedule.

# **Excluding Loss or Damage**

- to Contents in any part of the private house which is lent, let, sub-let, or accommodating Paying Guests,
- caused by animals owned by or in the care, custody or control of You or members of your Household,
- caused by scratching, abrading or denting,
- to pottery, porcelain, terracotta, glass or other brittle articles, while being handled or actively used,
- to photographic, television, radio or other receiving, recording or reproducing equipment as a result of the fitting, repairing, adjusting, or dismantling of any part of such apparatus, or to lamps, tubes, or electronic components in such apparatus,
- to records, audio, video or computer discs, tapes or cassettes, CDs, DVDs, console games, portable hard-drives and memory sticks,
- resulting from any weather related event,
- which comes within the terms of any exclusion or limitation set out in this Policy including, but not limited to, paragraphs (1) to (11).

The Excess stated in the schedule is applicable in respect of each loss except where otherwise indicated within the Policy. For full details of our loss settlement basis please refer to the 'Loss Settlement Basis' section of this Policy.

What Your Policy Covers	Excluding Loss or Damage
<ul> <li>Alternative accommodation         <ul> <li>(a) Where the property is occupied as your main residence We will pay:                 <ul> <li>the cost of the reasonable additional expenses necessarily incurred by You, with our consent, for alternative comparable accommodation for You and members of your Household, OR</li> <li>rent which continues to be payable by You, AND</li> <li>the reasonable cost of the temporary storage of your Contents</li> </ul> </li> </ul> </li> </ul>	
<ul> <li>(b) Where the property is let to Tenant(s) We will pay the cost of:</li> <li>the reasonable cost of the temporary storage of your Contents AND</li> <li>the reasonable additional expenses necessarily incurred by You, with our consent, for alternative comparable accommodation for your Tenant(s), OR</li> <li>two years ground rent if You are liable, OR</li> <li>the loss of rent due to You,</li> </ul>	
This benefit will only be paid during the reinstatement period of the Premises and up to a maximum amount of 15% of the	

# What Your Policy Covers

Contents sum insured provided no payment is made under any other insurance policy.

# Audio and audio visual equipment applicable only if Accidental Damage to Contents is not included We will pay the cost of replacing or repairing equipment following Accidental Damage to the equipment whilst in the private house. The maximum amount payable in respect of any one loss is €1,300.

### Breakage of glass

We will pay the cost of repairing or replacing fixed glass in furniture, hobs and mirrors which is broken as a result of Accidental Damage.

### Christmas

We will automatically increase the Contents sum insured by 10% during the months of December and January.

# Compensation for death of Insured and/or spouse

We will pay €5,000 in the event of death by accident, as a result of:

- fire, explosion, lightning or assault by thieves on the Premises,
- travelling as a passenger by train, bus, licensed taxi or hackney,

# **Excluding Loss or Damage**

- to records, audio, video or computer discs, tapes or cassettes, CDs, DVDs and console games,
- caused by animals owned by or in the care, custody or control of You or members of your Household,
- to hearing aids.
- to any item broken or cracked at the commencement of this insurance,
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- to hand mirrors.

# What Your Policy Covers

assault in the street,

where death occurs within three calendar months of such an incident.

### Contents in the open

We will pay for the cost of loss or damage by an insured cause, other than Accidental Damage (irrespective of whether cover is indicated on the schedule) to Contents in the open within the boundaries of the Premises. The maximum amount payable is €650 in respect of any one loss.

## Door locks replacement

We will pay the cost of replacing the external door locks and keys of the Premises where the keys of such locks have been stolen following a break-in at the private house or following an assault on You or a member of your Household.

# Fire Brigade charges

We will pay the cost incurred by You and payable to a local authority, as permitted by legislation, resulting from Fire Brigade attendance as a result of any incident which is insured by your Policy. The maximum amount payable is €2,000 in respect of any one loss provided no payment is made under any other section of this or any other insurance policy.

## **Excluding Loss or Damage**

- for any amount greater than €125 to any bicycle.
- by stealing or attempted stealing from any unattended vehicle unless all windows, including sunroof, and doors are securely locked and the property is completely concealed within a closed compartment or locked boot.

# What Your Policy Covers

# Fraudulent use of credit/debit/ charge/cheque or cash cards

We will pay the cost of all claims resulting from the loss of a credit/debit/charge/ cheque and/or cash card belonging to You or your spouse and subsequent fraudulent use by any unauthorised person. The maximum amount payable is €1,300 in any one Period of Insurance.

### Freezer and refrigerator contents

We will pay the cost of the replacement of food in your deep freeze and refrigerator lost or damaged by any of the following events;

- (a) Rise or fall in the temperature.
- (b) Contamination by refrigeration fumes resulting from;
  - Accidental Damage to the appliance,
  - failure of the appliance due to its own defect,
- (c) accidental failure of the public supply of electricity.

The maximum amount payable is €650 in respect of any one loss.

### Household removal

We will pay the cost of loss or damage to Contents by an insured cause whilst in the course of removal by a professional furniture removal contractor only from the Premises to your new permanent residence in the Republic of Ireland. (continued on next page)

# **Excluding Loss or Damage**

- following non-compliance with the terms and conditions of the card provider regulations,
- where the loss of the card is not reported to the Gardaí or Police and the card provider upon discovering that it is missing,
- following unauthorised use by any member of your Household.
- due to any deliberate act by You or the Electricity Authority,
- due to any consequence of strikes, labour or political disturbances.

- to property while in storage away from removal vehicle,
- recoverable from any other source,
- to glassware, china, pottery, porcelain, terracotta or other brittle articles unless they have been packed for removal by professional packers,

# What Your Policy Covers

### Household removal

### Loss of oil

We will pay the cost of replacing oil which has escaped from a fixed domestic system or appliance following Accidental Damage to the heating installation.

### Loss of metered water

We will pay the cost incurred by You following the escape of metered water from any plumbing or heating system, fixed water apparatus or domestic appliance where the damage results from an insured cause. The maximum amount payable is €1,000 in any one Period of Insurance.

# **Paying Guests**

Where You permanently occupy the Premises as your main residence permission is given for up to 6 Paying Guests (at any one time) to stay in the private house.

# Shopping

We will pay the cost of replacing food and other purchases that are lost or damaged while You, or a member of your Household, are transporting them from the shop where bought to the Premises. The maximum amount payable is  $\in$ 400 in respect of any one loss.

# **Excluding Loss or Damage**

- caused by scratching, abrading or denting.
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.
- while the private house is Unfurnished,
- where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage.

- By stealing or attempted stealing from any unattended vehicle unless;
  - (i) all windows, including sunroof, and doors are securely locked,
  - (ii) the property is completely concealed within a closed compartment or locked boot.

# What Your Policy Covers

### Temporary removal of property

We will pay the cost of loss or damage to Contents by an insured cause while temporarily removed from your private house but remaining in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man. The maximum amount payable is 15% of the Contents sum insured.

# **Excluding Loss or Damage**

- if the premises at which your Contents are being stored is Unoccupied and/or Unfurnished,
- by storm or flood to Contents in transit or in the open,
- by Accidental Damage,
- to Contents otherwise insured,
- to Contents removed for sale or exhibition,
- whilst removed to any storage facility,
- by stealing or attempted stealing other than:
  - during removal to or from any bank or safe deposit while in the custody of You or a member of your Household,
  - (ii) from any bank, safe deposit, occupied private house, or any other building where You or a member of your Household are staying, and in all cases involving entry or exit from the building by forcible or violent means.

# Title deeds

We will pay the cost of preparing new title deeds for the Premises if they are lost or damaged whilst in the private house or in a bank for safe keeping. The maximum amount payable is €650 in respect of any one loss.

# What Your Policy Covers

### Visitor's and guest's property

We will pay the cost of loss or damage to the property of visitors and guests, other than Paying Guests or Tenants, by an insured cause. The maximum amount payable is €1,300 in respect of any one loss.

# Wedding gifts

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

### **Excluding Loss or Damage**

# Section 2: Liability to Others

# What Your Policy Covers

### Liability to Domestic Employees

We will indemnify You against all sums which You shall become legally liable to pay as employer for death, accidental bodily injury or illness to any Domestic Employee while in your employment in connection with the Premises. The maximum amount payable under this Policy in respect of any one event or series of events constituting one occurrence is €3,175,000 inclusive of all legal fees and other expenses.

# Liability to others

We will indemnify You or members of your Household against all sums which You shall become legally liable to pay;

- (a) as occupier of the Premises,
- (b) in a personal capacity within the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, Channel Islands or elsewhere in the world in the course of a visit not planned to last more than 60 consecutive days, for;
  - death, accidental bodily injury or illness to any person other than;

# Excluding Liability in Respect of / Arising from

- any action for damage brought in a Court of Law outside the Republic of Ireland,
- any contract or agreement which imposed on You liability which You would not otherwise have been under,
- death, bodily injury or illness caused to other members of your Household,
- the ownership, possession or use of any mechanically propelled vehicle, horse-drawn vehicle or craft. This does not apply to mechanically propelled lawnmowers being used at the Premises – provided that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending statutes,
- work of a construction or reconstruction nature or structural alterations or demolition.
- any action for damage brought in a Court of Law outside the Republic of Ireland,
- the ownership, possession or use of any mechanically propelled vehicle, horsedrawn vehicle or craft. This does not apply to mechanically propelled lawnmowers being used at the Premises – provided that this extension shall not apply to or include any liability which is compulsorily insurable under any Road Traffic Acts or amending statutes,

# Section 2: Liability to Others

# What Your Policy Covers

- members of your Household,
- Domestic Employees,
- (ii) Accidental Damage to property other than property belonging to or under the control of;
  - You,
  - members of your Household,
  - Domestic Employees,

and/or caused by;

- You,
- members of your Household (other than Domestic Employees),
- Domestic Employees in the course of their employment in connection with the Premises.

The maximum amount payable under this Policy in respect of any one event or series of events constituting one occurrence will not exceed €3,175,000 inclusive of all legal fees and other expenses.

In the event of your death We will indemnify your personal representatives, as though they were the Insured, in respect of liability incurred by You provided that your personal representatives will observe, fulfil and be subject to the terms, conditions, limits and exclusions of the Policy insofar as they can apply.

# Excluding Liability in Respect of / Arising from

- the ownership, possession or use of any animal, but this exclusion does not apply to ponies, saddle horses, domestic cats and dogs (other than dangerous dogs, as specified in Regulations made under the Control of Dogs Acts or amendments thereto unless such dogs are, at all times, muzzled, under effective control and capable of identification),
- the ownership of any land or building,
- the occupation of any land or building other than;
  - (i) the Premises specified in the schedule,
  - (ii) temporary holiday accommodation,
- any profession, trade or business other than the provision of;
  - (i) a child minding facility at the Premises for up to 2 children,
  - accommodation for Paying
     Guests as detailed and subject
     to the limit set out within this
     Policy or any amending
     Endorsement,
- any wilful or malicious act,
- the ownership, possession, use or discharge of any firearm other than firearms licensed for sporting activities,
- any contract or agreement which imposed on You liability which You would not otherwise have been under,

# Section 2: Liability to Others

# What Your Policy Covers

# Liability as a Tenant (if applicable)

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

- (a) by any of the causes listed at paragraphs (1) to (11) of the Premises section,
- (b) to fixed glass and sanitaryware,
- (c) to service pipes and cables.

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

# Excluding Liability in Respect of / Arising from

- dangerous implements (e.g. chainsaws, blowtorches, kango hammers, welding equipment and/or any equipment necessitating the use of protective clothing) which are being used other than at the Premises.
- from work of a construction or reconstruction nature or structural alterations or demolition,
- the transmission of any communicable disease.
- while the Private House is Unfurnished,
- where the Private House has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage,
- as a result of redecoration.

# Section 3: All Risks Cover

This section only applies when a sum insured for this cover is shown on the schedule. All payments made under this section are subject to the Excess stated in the Policy schedule. For full details of our loss settlement basis please refer to the 'Loss Settlement Basis' section of this Policy.

# What Your Policy Covers

### The Cover

We will indemnify You for loss or damage to any item specified in the schedule up to a maximum of the sum insured shown against the item.

Where a sum insured is noted on your schedule in respect of unspecified all risks We will indemnify You for the following:

- (a) Personal Effects, clothing and sports equipment up to a maximum of the unspecified all risks sum insured shown on the schedule. The maximum amount payable is €2,000 for any one item in any one Period of Insurance.
- (b) personal money is covered up to maximum of €650 in any one Period of Insurance.
- (c) bicycles are covered up to a maximum of €320 in any one Period of Insurance.

# **Excluding Loss or Damage**

- to camping equipment, documents of any kind and household goods,
- by stealing of any bicycle, its tyres, accessories or fittings left both unlocked and unattended away from the Premises,
- to any bicycle while being used for racing or while used for hire or reward,
- to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time,
- by stealing or attempted stealing from any unattended vehicle unless all windows, including the sunroof, anddoors are securely locked and the property is completely concealed within a closed compartment or locked boot,
- to sports equipment while in use,
- caused by animals owned by or in the care, custody or control of You or members of your Household,
- to pottery, porcelain, terracotta, glass or other brittle articles other than by fire or stealing.

# **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. Cover is limited to a 60 days in any one Period of Insurance while outside of these geographical limits.

# Section 4: Caravan / Mobile Home

This section only applies when a sum insured for this cover is shown on the schedule. All payments made under this section are subject to the Excess stated in the Policy schedule. For full details of our loss settlement basis please refer to the 'Loss Settlement Basis' section of this Policy.

# What Your Policy Covers

### The cover

We will indemnify You for accidental loss or damage to;

- the Caravan/Mobile Home, including its accessories, furnishings and utensils,
- clothing and Personal Effects whilst in the Caravan/Mobile Home or whilst temporarily in the towing vehicle in the course of a journey.

### **Excluding Loss or Damage**

- to tyres,
- if let for hire or reward or used as a permanent residence,
- by stealing while unattended unless the caravan/ mobile home is securely closed and locked,
- caused by storm, unless secured at each corner by proprietary anchor screws and wire hawsers except when kept at the Premises specified in the schedule,
- of Money, stamp collections and documents of any kind, to High Value items,

# Additional Benefits Removal/ Delivery Costs

We will pay the reasonable cost of removing the Caravan / Mobile Home to suitable repairers and of delivering to the Premises following damage by an insured cause. The maximum amount payable for these costs is €320 in respect of any one loss.

# Liability to others

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

• death, accidental bodily injury or illness to any person excluding Excluding liability in respect of / arising from;

- the Caravan/Mobile Home whilst it is:
  - (i) attached to any vehicle,
  - (ii) let for hire or reward or used as a permanent residence,

# Section 4: Caravan / Mobile Home

# What Your Policy Covers

members of your Household or Domestic Employees,

 Accidental Damage to property which does not belong to, or is not under the control of, You or a member of your Household,

arising out of the ownership or use of the Caravan/Mobile Home specified in the schedule.

The maximum amount payable under this Policy in respect of any one event or series of events constituting one occurrence is  $\leq 2,540,000$  inclusive of all legal fees and other expenses.

# **Excluding Loss or Damage**

(iii) being used other than for social, domestic and pleasure purposes.

#### **Geographical Limits**

The cover provided by this section applies in the Republic of Ireland, Northern Ireland Great Britain, the Channel Islands and the Isle of Man including transit between ports. Cover is limited to a maximum of 60 days in any one period of insurance while anywhere else in the world.

# Section 5: Small Craft

This section only applies when a sum insured for this cover is shown on the schedule. All payments made under this section are subject to the Excess stated in the policy schedule. For full details of our loss settlement basis please refer to the 'Loss Settlement Basis' section of this Policy.

# What Your Policy Covers

### Loss or damage to your Small Craft

We will pay for loss or damage to the items noted in the schedule caused by;

- Accidental Damage,
- fire, lightning and explosion,
- theft or attempted theft, following forcible entry,
- negligence.

# Liability to others

We will indemnify You for all sums which You become legally liable to pay arising from the ownership or use of the insured craft for;

- loss or damage to any other craft or property,
- death, accidental bodily injury or illness to any person.

We will also pay the legal costs and expenses incurred by the Insured in contesting liability or taking proceedings to limit liability, with our consent.

We will also pay the costs for representation at any Coroner's inquest or fatal accident enquiry.

# **Excluding Loss or Damage**

- due to depreciation,
- due to scratching, denting and bruising while the vessel is being transported,
- to sails and protective covers split by the wind or blown away, unless in consequence of damage to the spars to which sails are bent, or caused by the vessel being stranded or in collision or contact with any external substance (ice included) other than water.

Excluding liability in respect of / arising from;

- death, bodily injury or illness to any employee,
- any compulsory insurance required under any Road Traffic Acts or amending statutes,
- any person engaged in water-skiing, aquaplaning or any other sport or activity while being towed by the vessel,
- any punitive or exemplary damages however described.

# Section 5: Small Craft

# What Your Policy Covers

The maximum amount payable under this Policy in respect of any one event or series of events constituting one occurrence is  $\leq 1,270,000$ , inclusive of all legal fees and other expenses.

We will also indemnify any person using the Small Craft with your permission.

### **Excluding Loss or Damage**

**Geographical Limits** 

The cover provided by this section applies only within the inland and coastal waters of Ireland and Great Britain.

### Special Terms and Conditions

In addition to the general conditions detailed within this Policy this section is also subject to the following terms and conditions:

- (a) The insured craft is used solely for personal pleasure purposes.
- (b) The insured craft is not left in the water during the period 1st November to 31st March (inclusive).
- (c) The insured craft at no time engages in water-skiing or any other sport or activity involving the craft towing items.
- (d) The indemnity provided to sails, spars, mast, standing and running rigging whilst racing is two thirds of the full replacement cost of these items. The calculation of the full replacement cost is based on 50% of the insured value of the craft.
- (e) The Insured shall maintain the craft and all equipment in a proper state of repair and seaworthiness and shall, at all times, exercise due care and diligence in safeguarding them.

# Making a Claim

If you wish to report a new claim or discuss an existing claim you can call us on 01 613 3990 between the hours of 9am to 5pm Monday to Friday. If calling from outside of the Republic of Ireland please call us on 00 353 1 6133666.

Alternatively you can post all documentation to; Allianz Insurance, Allianz House, Elm Park, Merrion Road, Dublin 4.

Please ensure that any documentation sent to us has either the claim reference or policy number written on it.

# Loss Settlement Basis

# Section 1: Premises

We will indemnify You by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the Policy.

Any admitted claim will be settled on a new for old basis, without deduction for wear, tear or depreciation, provided:

- no unauthorised repairs, other than emergency repairs, have been carried out,
- authorised repair or replacement is carried out without undue delay,
- the sum insured adequately reflects the full rebuilding cost of the Premises.

If at the time of any loss the sum insured under Section 1 : Premises is considered by Us to be less than the actual reinstatement value of the Premises We may reduce the settlement of your claim by the same percentage that the Premises is underinsured by.

We will deduct the amount of the Excess stated in the schedule in respect of each loss, except where otherwise indicated within the Policy wording.

Settlement of any loss is otherwise subject to the terms, conditions, limits and exclusions of the Policy.

# Section 2 : Contents and Section 3 : All Risks

We will indemnify You by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the Policy.

Any admitted claim, excluding claims for household linen, wearing apparel, sporting equipment and bicycles, will be settled on a new for old basis as follows:

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

All claims for household linen, wearing apparel, sporting equipment and bicycles will be settled on an indemnity basis with a deduction for wear, tear and depreciation.

If at the time of any loss the sum insured under Section 2: Contents is considered by Us to be less than the actual replacement value of the Contents We may reduce the settlement of your claim by the same percentage that the Contents are underinsured by.

## Loss Settlement Basis

If at the time of any loss the sum(s) insured of any item(s) noted under Section 3: All Risks is (are) considered by Us to be less than the actual replacement value of the specified item(s) We may reduce the settlement of your claim by the same percentage that the specified item(s) is (are) underinsured by.

We will deduct the amount of the Excess stated in the schedule in respect of each loss, except where otherwise indicated within the Policy wording.

Settlement of any loss is otherwise subject to the terms, conditions, limits and exclusions of the Policy.

## Sections 1, 2 & 3 : Limit of liability

In the event of a loss in respect of Premises, Contents and/or all risks our maximum liability is limited to the sums insured stated in the schedule or endorsed thereon.

## Section 4 : Caravan/ Mobile Home

We will indemnify You by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the Policy.

Our maximum liability for any admitted claim will not exceed the market value of the property at the time of its loss or damage, or the sum insured specified in the schedule (whichever is the lesser).

If at the time of any loss the sum(s) insured for any item(s) listed under Section 4 : Caravan/ Mobile Home is (are) considered by Us to be less than the actual replacement value of the item(s) We may reduce the settlement of your claim by the same percentage that the item(s) is (are) underinsured by.

We will deduct the amount of the Excess stated in the schedule in respect of each loss, except where otherwise indicated within the Policy wording.

Settlement of any loss is otherwise subject to the terms, conditions, limits and exclusions of the Policy.

## Loss Settlement Basis

## Section 5 : Small Craft

We will indemnify You by payment, or at our discretion by reinstatement, replacement or repair for loss or damage in respect of any loss covered by the Policy. Our maximum liability is limited to the sum insured stated in the schedule or endorsed thereon except where otherwise indicated within the Policy wording.

If at the time of any loss the sum(s) insured for any item(s) listed under Section 5 : Small Craft is (are) considered by Us to be less than the actual replacement value of the item(s) We may reduce the settlement of your claim by the same percentage that the item(s) is (are) underinsured by.

We will deduct the amount of the Excess stated in the schedule in respect of each loss, except where otherwise indicated within the Policy wording.

Settlement of any loss is otherwise subject to the terms, conditions, limits and exclusions of the Policy.

# Claims – Terms and Conditions

## Arbitration

If a dispute arising out of this Policy cannot be settled between us You will refer the dispute to the Financial Services Ombudsman's Bureau – please refer to the Consumer Information section of this Policy for contact details.

If the Financial Services Ombudsman is unable to investigate the dispute it shall be referred to an Arbitrator or if necessary to two Arbitrators, one to be appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrators and in the case of disagreement the Arbitrators shall submit to the decision of the Umpire. The making of an award shall be a condition precedent to any right of action against Us. Differences not referred to arbitration within 12 calendar months from the date on which the difference occurred will be deemed to have been abandoned.

## Your Duties:

## Do not negotiate

You, or any other person insured under the Policy, or anyone else acting on your behalf must not negotiate, admit or repudiate any claim without our written consent.

## Do not proceed

You must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval.

## Notification

You must tell Us immediately of any loss, damage or accident and give details of how the loss, damage or accident occurred.

You will be required to produce, at your own expense, all necessary documents and information to support any loss and forward these to Us, together with a completed claim form (if required), within 30 days of first notifying Us of the incident. Failure to provide the required documentation within the specified time may result in your claim being declined.

## Send us

You must send Us any writ, summons, notice of prosecution or other legal document You receive, unanswered, on receipt.

# Claims – Terms and Conditions

## Tell the Gardaí

You must advise the Gardaí or Police about any incident of stealing, attempted stealing or vandalism, or loss, destruction, damage or injury by malicious person(s).

## Our Rights:

## Act to recover payment

We are entitled to take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person indemnified by the Policy, to recover any payment We have made under the Policy.

## Co-operation from You

We are entitled to receive full co-operation and all necessary assistance from You or any other person indemnified by the Policy.

## Defend or settle legal action

We are entitled to take over and conduct in your name, or in the name of any other person indemnified by this Policy, the defence or settlement of any legal action.

## Expert approval

Should You retain any experts or contractors (other than those carrying out emergency works) without our express consent, the engagement of these experts or contractors will at all times be subject to our approval. We reserve the right to select an expert(s) of our choice.

## Fraud

If any claim under the Policy is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or submission of forged or falsified documents) are used by You or anyone acting on Your behalf to obtain any benefit under the Policy, all benefit is forfeit.

## Full premium payment

In the event of a claim in the current Period of Insurance, the full annual premium becomes due. We reserve the right to request full payment of any outstanding premium prior to the claim being paid and/or to deduct any outstanding premium from any claim payment We may make to You.

# Claims – Terms and Conditions

## **Replacement or repairs**

We are entitled to arrange replacement or repair through one of our approved providers, or alternatively We may authorise replacement or repair arranged by You.

## Salvage

We are entitled to enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner. However, no property may be abandoned to Us.

## **Phased Claim Payments**

We reserve the right to release claim payments on a phased basis as agreed repair or reinstatement work is completed. Once We agree the work to be undertaken and the estimated cost of that work We will release a portion of the payment to enable you to commence the repair or reinstatement work. We will release subsequent payment(s) to You once We have obtained final invoices/receipts from You and We are satisfied that the work has been completed and the repair costs have been incurred, as agreed with you.

## **Terms and Conditions**

## Cancelling this Policy

You may cancel the Policy at any time by written notice to Us. We may cancel the Policy at any time by issuing a written notice to You at your last known address. If there has been no claim on the Policy We will return the premium for the unexpired Period of Insurance provided same has been paid.

If We cancel the Policy as a result of non payment of a premium, or part thereof, We will cancel the Policy with effect from the last day the premium paid to Us entitled You to cover on.

## Change in risk or circumstance

You must tell Us immediately of any change which may affect this insurance or increase the risk of loss, damage or injury. Failure to advise Us of such a change could invalidate the cover provided or could result in a claim being rejected or reduced.

If You are in any doubt as to whether a change is material or not please notify Us.

## Change in terms and conditions

If, after We offer to incept / renew the Policy, You tell us about or We discover something that happened during an earlier Period of Insurance or prior to the Policy being taken out which We deem to be material to the Policy, We may change the premium and / or Terms and Conditions and / or add exclusions back dated to the date the Policy renewed or was incepted with Us.

## Dual insurance

Where any other insurance has been in force providing cover for the same property We will refund our rateable portion of the premiums paid to Us provided no claims have been made under the Policy.

If, at the time of any incident which results in a claim under the Policy, there is any other insurance covering the liability, loss or damage We will only pay our rateable portion of the claim.

## **Terms and Conditions**

## Joint insured

Changes to the Policy cover, including cancellation of the Policy, may be requested by either party on a joint Policy.

We require written authorisation signed by both parties to change the Policy from joint cover to single cover or from single cover to joint cover.

## Maintenance and security

You must keep the Premises in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.

## Misdescription

The Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact(s) i.e. those circumstances which may influence Us in our acceptance, assessment or pricing of this insurance. If You are in any doubt as to whether a fact is material or not please disclose it.

If We become aware of any misrepresentation, misdescription or non-disclosure of any material fact(s) which would not have led to voidance of the Policy, but which would have led to a higher premium being charged and/ or a different level of cover being offered, We reserve the right to change the standard premium and/ or the Terms and Conditions and/ or the type of cover provided with retrospective effect. We reserve the right to make these changes from the date the Policy incepted, a subsequent renewal date or from the date the change in risk or circumstance occurred.

Where the misrepresentation, misdescription or non-disclosure of any material fact(s) results in an additional premium due to Us, We reserve the right to request the payment of such additional premium or to deduct same from any pending claim payment due to You.

## More than one premises insured

The Premises and/or Contents thereof, situate where indicated on the schedule, are insured as if each had been the subject of a separate policy.

## Mortgagee clause

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor (or Occupier of the Premises) whereby the risk of loss or

## **Terms and Conditions**

damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee shall, immediately on becoming aware thereof, give notice in writing to Us and on demand, pay such additional premium as We may require.

## Observance of conditions

The observance by You of the terms, conditions and endorsements of the Policy, as far as they relate to anything to be done or complied with by You, will be a condition precedent to any liability of the Company.

## Sums insured

You are responsible at all times for ensuring that the sums insured on the Policy are adequate for your needs.

We may adjust your sums insured at renewal of the Policy to help You to maintain your sums insured at an adequate level. The size of these adjustments will be based on publicly available indices and other economic indicators.

These adjustments may not be sufficient for your needs and You must review your sums insured on an ongoing basis.

# **General Exclusions**

## We shall not be liable for:

## Business, trade or professional purposes

This Policy does not provide cover for any property held in connection with any business, trade or professional purpose other than home office equipment as referred to within the definition of Contents.

## Confiscation

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

## **Consequential loss**

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

## Cyber risk

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

- the loss of, alteration of or damage to or
- a reduction in the functionality, availability or operation of

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

## Faulty workmanship

Loss, damage or liability resulting from faulty workmanship, defective design or the use of defective materials.

## Fees

Fees incurred by You in the preparation of any claim.

## Pollution or contamination

Loss, damage or liability resulting from pollution or contamination other than;

 pollution or contamination which results from the operation of a cause insured by this Policy,

or

• pollution or contamination which results in an insured cause operating.

## **General Exclusions**

## Radioactive contamination

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or,
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by 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 thereof.

## Sets and matching items

Any undamaged item which forms part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. We will only be liable for the value of the particular item, part or parts that have been lost or damaged.

## Sonic boom/ sonic bangs

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

## Sulphides

Any loss, damage, cost, expense or liability of any nature directly or indirectly caused by, resulting from or in connection with the presence or the alleged presence of any sulphides including but not limited to pyrite and/or their derivatives.

## War and terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (b) any act of terrorism.
- (continued on next page)

## **General Exclusions**

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

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above. If the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Wear and tear as undernoted

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

## (operative only if indicated on the schedule)

## E01 – Security precautions 1

It is a condition of your Policy that:

- (a) all external doors are fitted with appropriate door locks and
- (b) all French windows and/or patio doors are fitted with appropriate security locks and
- (c) all ground floor windows and other accessible opening windows are fitted with appropriate window locks, and that all such locks are in operation on all practical occasions, at night and when the property is left vacant or unattended.

## E02 – Security precautions 2

You agree to maintain the alarm installation in accordance with the suppliers recommendations and to have the alarm switched on and in service on all practical occasions, at night and when the property is left vacant or unattended.

## E03 – Special security precautions for jewellery

It is a condition of your Policy that all items of jewellery valued in excess of €10,000 are kept in a locked safe when not being carried or worn by You or another authorised adult.

## E04 – Single high value item limit

The High Value Item limit of 10%, included within the Contents definition, is deleted for items listed on the schedule and is replaced by the monetary amount shown against each item on the schedule.

## E05 – Total high value limit

The High Value Item(s) total of 50%, included within the Contents definition, is deleted and replaced by the monetary amount shown on the schedule.

## E06 – Paying Guests

The benefit provided under the Policy for the accommodation of up to 6 Paying Guests is increased to a maximum of 12 Paying Guests.

## (operative only if indicated on the schedule)

## E07 – Premises let to Tenants

The Premises is let to Tenant(s) in the number of units shown on the schedule. Unless contained in a portion of the Premises occupied by You, no cover is provided for Money or High Value Items. In settling claims for all items of Contents a deduction may be made for wear, tear and depreciation. The Exclusion regarding "profession, trade or business" referred to under Liability to Others does not apply to your business as Lessor of the Premises specified in the schedule.

## E08 – Premises used partly for business purposes, other than a home office

The Premises is partly occupied in connection with your business as disclosed to Us. Within that portion of the Premises no cover is provided for Money or High Value Item(s) and Accidental Damage to Contents is not included (whether indicated or not on the schedule). The cover provided for stealing or attempted stealing of Contents only applies if accompanied by violent and forcible entry or exit and is subject to all other terms, limitations and exceptions otherwise specified in this Policy.

The Exclusion regarding "profession, trade or business" referred to under Liability to Others does not apply to your business as disclosed. No cover is provided by this Policy for any amount which You might become legally liable to pay for death, injury, illness or loss or damage caused by remedial, professional or other advice or treatment – other than medical First Aid Treatment – given or administered or omitted by You, or by any of your servants, employees or Agents.

## E09 – Holiday Home

The Premises is occupied as a Holiday Home.

- (1) Whenever You are not in residence, Contents will exclude Money and High Value Items.
- (2) When the holiday home is unoccupied for over 30 consecutive days, it must be inspected both internally and externally at least once every 30 days thereafter by You or a person authorised by You.
- (3) Between the 1st of October and the 31st of March (inclusive) either (a) or (b) applies:
  - (a) If the house is vacant for up to 48 hours:
    - (i) The water supply must be turned off at the mains and the entire cold water system must be drained down
      - OR

## (operative only if indicated on the schedule)

- (ii) The holiday home must maintain a minimum constant temperature of 5 degrees Celsius or 41 degrees Fahrenheit.
- (b) If the house is vacant for more than 48 hours:
  - (i) The water supply must be turned off at the mains and the entire cold water system must be drained down OR
  - (ii) The holiday home must have a fully operational thermostatically controlled central heating system that is set to maintain a minimum constant temperature of 5 degrees Celsius or 41 degrees Fahrenheit throughout the holiday home (including the attic).

## (4) The exclusion:

"where the private house has been Unoccupied for more than 35 consecutive days immediately prior to the loss or damage" does not apply to the following causes and additional benefits:

Section 1:

- Freezing escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance,
- Stealing or attempted stealing,
- Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance,
- Malicious damage and vandalism,
- Breakage of fixed glass and sanitary fittings,
- Clean up expenses,
- Trace and access.

Section 2:

- Freezing escape or overflow of water from within any plumbing or heating system, fixed water apparatus or domestic appliance,
- Stealing or attempted stealing,
- Escape or overflow of oil from within any plumbing or heating system or fixed domestic appliance,
- Malicious damage and vandalism,
- Breakage glass,
- Clean up expenses,
- Loss of oil.

## (operative only if indicated on the schedule)

## E10 - Non-standard construction

It is hereby noted that the private house is constructed of the materials disclosed to Us and not as outlined in the Premises definition.

## E11 – Satellite dishes, television/radio aerials and masts

The reference to "10 metres in height" is substituted by the number of metres shown on the schedule. The monetary amount referred to remains unchanged.

## E12 - Home office equipment

The amount of  $\in$ 4,000, included within the Contents definition, is increased to the amount stated on the schedule.

## E13 – Restriction and/or exclusion of certain covers

Your Policy restricts and/or excludes cover as detailed on the schedule.

#### E14 - Fire cover only

The cover provided by your Policy is hereby limited to – "Fire, explosion, lightning, earthquake and thunderbolt". No other cover is provided by your Policy.

## E15 – Fire & homeowners liability

The cover provided by your Policy is hereby limited to – "Fire, explosion, lightning, earthquake and thunderbolt" and the cover provided under the heading "Liability to Others as Owner of the Premises" as described under the Premises Section. No other cover is provided by the Policy.

## E18 – Settings

It is a condition of All Risks cover that the settings of any item of jewellery valued in excess of  $\leq 12,000$  be checked by a jeweller at least once every two years and that any repairs be undertaken in line with the jeweller's recommendations.

## E20 - Holiday home - let to Tenants

The exclusion regarding "Profession, trade or business" referred to under "Section 1: Liability to Others" and "Section 2 : Liability to Others" does not apply to your business as lessor of the Premises specified in the schedule. Endorsement E09, as outlined in the Policy, also applies.

## (operative only if indicated on the Schedule)

## E41 – No Claims Discount

No Claims Discount is a premium reduction that You receive if You have not made a claim. The amount of the premium reduction is based on your claims history. If no incident occurs during the Period of Insurance that results in a claim your No Claims Discount will increase by one year. If you make a claim during the Period of Insurance your No Claims Discount will reduce to nil years. If You make a claim in a Period of Insurance which is not taken into account in the renewal terms issued to You We may reduce your No Claims Discount to nil years at the following renewal of the Policy.

## F01 - Wet storm & flood exclusion

Your Policy does not cover loss or damage caused by flood or damage caused by water associated with and/or resulting from Storm.

## S01 – Subsidence exclusion

This Policy does not cover loss or damage caused by any of the following:

- a) subsidence or ground heave of any part of the site on which the house stands, or landslip,
- b) freezing or escape or overflow of water from within any underground plumbing or heating system,
- c) Accidental Damage to buildings.

# **Safety Precautions**

## **Fire Prevention**

## **Electrical appliances**

Electrical sockets should not be overloaded. The ideal is one appliance, one socket. Replace worn flexes immediately and unplug all appliances when not in use.

## Heating appliances

Keep heaters away from furniture, curtains and bedclothes. Never move or refuel an oil or gas heater while it is lighting.

## Open fires

Never leave a room without putting a spark guard in front of the fire. Have your chimney swept regularly – at least twice a year.

## Cooking

Keep all electrical flexes off cooker rings or hobs. Be especially careful with chip pans, they should never be left unattended on a lighted cooker.

## Smoke alarm

You should install at least one smoke alarm in your house.

## At night

Unplug all electrical appliances – especially the TV set. Close doors to all rooms as this will assist in containing fire and smoke should a fire break out.

## Water damage

Every year severe winter conditions cause pipes to freeze and burst. The ensuing water damage to your house and contents can be quite substantial. We urge you to take precautions to help reduce, or prevent, loss or damage of this nature in the winter months:

All pipes and tanks should be fully lagged. Leave the underside of attic tanks unlagged to ensure rising warmth can reach them. Inspect your cold water tank for rust/corrosion.

## In winter

Most damage tends to occur while people are away from home. If you are away for a few days, unless your heating is being left on: Turn off the water supply at the mains and drain your domestic hot/cold water system by letting the taps run.

N.B. When you return home do not light your boiler until the system is completely filled. Refill slowly to avoid airlocks.

# Safety Precautions

## **Burglary prevention**

While your insurance covers the financial loss you suffer as a result of a break-in, nothing can protect you from the emotional trauma and shock suffered when a stranger ransacks your home and rummages through your belongings. However, there is a lot you can do to help prevent it happening in the first place.

## All external doors

Fit five-lever mortice deadlocks (or their equivalent) to all external doors and you should lock these doors even if you are out for just a short time.

## All accessible windows

A large number of break-ins occur through windows. Fit security locks to all accessible windows, i.e. those on the ground floor or near drainpipes or flat roofs.

## Going out at night

When you go out for the evening, it's a good idea to draw the curtains and leave a light on in the living room or a bedroom. Leaving the hall light on is not a good deterrent. Keep your garage/garden shed locked. Do not leave garden implements, especially ladders, lying around. They could help a thief gain access to your home.

## Going on holiday

When you go away on holiday, cancel all deliveries, i.e. milk, newspapers etc. Inform your local Garda station that you will be away.

# Important Information in Relation to Your Allianz Policy

#### Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: info@allianz.ie.

## **Regulatory Status**

Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

## What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

#### How we charge

The charge for our services is the premium (including applicable government levy and/or premium taxes). This premium, and any optional covers are separately specified in your schedule/renewal notice.

## Default

Non-payment of your premium or part thereof or breach by You of certain conditions of your Policy may lead to your Policy being revoked or cancelled.

## Language

Your Policy and all communications with You or by You to Us will be in English.

## **Right of Withdrawal**

You have the right to withdraw from this Policy, provided You have not made a total loss claim, within 14 days of the latest of:

(1) the starting date of cover, or

(2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no Policy was ever in place, and You may exercise this right by notice in writing to Us at the address given above, quoting your Policy number. Should You exercise this right We will refund You any part of your premium You have paid less an administration charge as detailed in Your schedule. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of

# Important Information in Relation to Your Allianz Policy

Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance Policy under which insurance cover is provided is for less than 1 month.

## Governing law

You and We may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless We agree with You otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this Policy.

## Policy Alteration, Additional and Return Premiums

Where your Policy is altered during any Period of Insurance We will recalculate your premium. This may result in an additional premium due to Us or a return premium due to You. A premium transaction charge may be applied to all such alterations, as detailed in your schedule.

We will only charge or refund You provided the total amount, including the premium transaction charge, is greater than or equal to the amount detailed in your schedule. A government levy applies to all premium calculations.

## Alteration to terms and conditions

In the event of a claim We may advise You, at the time of your next renewal, of altered Policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

## Compensation

Please note that in the event of Allianz being unable to pay a claim, You may be entitled to compensation from the Insurance Compensation Fund in Ireland.

## Complaints

We aim to deliver the very highest standards of customer care. If You have any enquiry or complaint, please contact, with your Policy/quote number and details: Head of Customer Focus, Allianz p.l.c., Allianz House, Elmpark, Merrion Road, Dublin 4. Tel: +353 1 6133000, or email: info@allianz.ie.

If your complaint is not resolved to your satisfaction and You remain dissatisfied with our final response to your complaint You can refer your complaint to:

# Important Information in Relation to Your Allianz Policy

(1) The Financial Services Ombudsman Bureau. 3rd Floor, Lincoln House. Lincoln Place, Dublin 2. Tel: +353 1 6620899, Fax: +353 1 6620890, or email: enquiries@financialombudsman.ie website www.financialombudsman.ie and/or

(2) Insurance Information Services – Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Tel: +353 1 6761914, Fax: +353 1 6761943, or email: iis@iif.ie. Website: www.iif.ie.

The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

## Allianz p.l.c.

Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6.

Telephone: 01 448 4848 Fax: 01 660 5214 Email: info@allianzdirect.ie Website: www.allianz.ie Allianz Mobile: m.allianz.ie Freetext: 50048

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