## Making a claim

# Claims 24-hour helpline: 1850 85 8530

If you need to make a claim, the main steps are outlined below. It is important that you also read the claim conditions.

- Check your schedule and policy booklet which tells you what is covered and read the claims conditions.
- · Inform the gardai straightaway in the case of theft, attempted theft or malicious damage and get a copy of the garda report.
- · Contact us straightaway on the claims 24-hour helpline.
- · While we can agree some claims over the phone, we may need to ask you to fill in a claim form and give us further information, or we may want to arrange a visit and inspection.
- You should arrange to have emergency repairs carried out to prevent possible further damage to your property. However, you must not carry out any other repairs or throw away any damaged items.

## Our service commitment to you

- 1. Following an incident Liberty Insurance will contact you and/or any other party within 24 hours or the next working day.
- 2. We will settle all claims as fairly and quickly as possible.

Liberty Insurance, Dublin Road, Cavan, Ireland

Tel: 1890 89 1890 (ROI) 00 353 49 432 4000 (Int)

Fax: 049 4368101 (ROI)

028 663 47007 (UK)

info@libertyinsurance.ie www.libertyinsurance.ie







# Your Home Insurance

Policy Document (Republic of Ireland)





# Useful telephone numbers -

## Claims helpline:

# 1850 85 8530

Call this 24-hour number if you need to report a claim on your policy.

# Home emergency helpline:

# 1800 209 300

Call this 24-hour number to get in touch with reliable tradespeople (such as a plumber or electrician) if there is an emergency in your home (see page 5 for more details).

## Policy changes or questions:

Please contact your insurance broker if your circumstances change and you need to update your policy or if you have a question.

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Introduction Definitions

# Introduction

We, Liberty Insurance®, agree to provide insurance to you, the policyholder named in the policy schedule, for events which happen during any period of insurance for which you have paid, or have agreed to pay, the premium. We will insure you against loss, damage or liability which happens during the period of insurance under the terms, exclusions and conditions of this policy and any endorsements.

#### On behalf of Liberty Insurance

Tom McIlduff
Chief Executive Officer

Liberty Insurance Limited is regulated by the Central Bank of Ireland. Liberty Insurance Limited is registered in Ireland, registration number 494729. You can contact the Central Bank of Ireland on 1890 77 77 77.

# **Definitions**

Accidental damage – sudden and unexpected damage which is not caused deliberately.

Buildings – the private home at the address shown in the schedule. This includes domestic outbuildings, garages, greenhouses, solar panels, swimming pools, tennis courts, hot tubs, septic tanks, fuel tanks, terraces, patios, decked areas, driveways, footpaths, walls, fences, gates, hedges and fixtures and fittings all within the boundaries of the home. Your home must be built of brick, stone or concrete and roofed with slate, tiles or asphalt unless described differently under any endorsement (other than garden sheds, greenhouses and summer houses).

Contents – household goods, home office equipment, valuables, sports equipment and personal belongings (not including mobile phones and accessories) that you or a member of your household own or are legally responsible for. We will also cover fixtures and fittings (as long as they are not your landlord's fixtures and fittings) and interior decorations you own if you are the tenant of the building.

Endorsement – a variation to the terms of the policy.

Excess – the first amount of a claim which you must pay.

Home – the private residence as shown in the schedule and its outbuildings (all not used for any business purposes other than paperwork, phone calls and computer work).

Home office equipment – business computers, fax machines, photocopiers, typewriters and business phone equipment.

Money – cash, cheques, traveller's cheques, postal and money orders, current postage stamps, national savings stamps and certificates, Premium Bonds, luncheon vouchers, gift vouchers, travel tickets and trading stamps.

Outbuildings – sheds, greenhouses, summer houses and other buildings (but not caravans, mobile homes or motor homes) which do not form part of the main buildings of the home.

Period of insurance – the period of cover shown in the schedule, and any further period for which we agree to insure you.

Personal belongings – luggage, clothing, jewellery, watches, sports and musical equipment and items you normally wear or carry with you. All items must belong to you or be your legal responsibility.

Schedule – your details, dates of insurance, the property insured and the sums insured. The schedule forms part of this policy.

Unfurnished – does not contain enough furniture for normal living purposes.

Unoccupied – not lived in by you or anyone who has your permission. 'Lived in' means you sleep there frequently.

Valuables – jewellery, items of gold, silver or other precious metals, timepieces, photographic equipment, binoculars, works of art, antiques, furs, musical instruments, collections of stamps, coins or medals, TV, video, audio and computer equipment.

Your household – you and all others permanently living with you (apart from tenants or paying guests) at the home.

You, your – the person or people in the schedule under 'Proposer(s) Details'.

We, us - Liberty Insurance.

# No-claims discount

For the purpose of the no-claims discount, '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 is made during a period of insurance, we will reduce the renewal cost at the renewal date in line with our no-

claims discount scale. You can ask us for details of the no-claims discount scale.

If a claim is made during a period of insurance, we will stop your no-claims discount at the renewal date.

You cannot transfer your no-claims discount to anyone else.

# **Protection against inflation**

To help protect you against inflation we will adjust the sum insured in line with indexes such as the House Building Cost Index prepared by the Department of the Environment and the Durable Household Goods Section of the Consumer Price Index prepared by the Central Statistics Office.



- The adjustments apply to your buildings and contents sum insured but not to any limits that apply.
- If the index falls, your sum insured will stay at the same level.
- When you renew your policy, your premium will be based on the adjusted sum insured.

You should keep each sum insured at the correct level and you should not rely on this adjustment alone.

# Making a claim

If you need to make a claim, the main steps are outlined below. It is important that you also read the claim conditions on pages 7, 8 and 9.

- Check your schedule and policy booklet which tells you what is covered and read the claims conditions on pages 7, 8 and 9.
- Inform the gardai straightaway in the case of theft, attempted theft or malicious damage and get a copy of the garda report.
- Contact us straightaway on the claims 24-hour helpline.
- While we can agree some claims over the phone, we may need to ask you to fill in a claim form and give us further information, or we may want to arrange a visit and inspection.

Claims 24-hour helpline:

1850 85 8530

You should arrange to have emergency repairs carried out to prevent possible further damage to your property. However, you must not carry out any other repairs or throw away any damaged items.

# Home emergency helpline

If you have a home emergency you can call this helpline at any time and we'll put you in touch with reliable tradespeople (such as a plumber or electrician).

You will have to pay any charges from the tradespeople called out to help you, unless the cost is covered by home emergency assistance on your policy. Check your schedule to see if you have home emergency assistance, and for details of what is covered please see the home emergency assistance section on pages 35 to 37.

If the damage is not covered by home emergency assistance or you do not have home emergency assistance, you may be able to claim back these charges (less any excess) under your home policy.

We do not accept responsibility for any expenses, resulting loss or legal liability

Home emergency 24-hour helpline:

1800 209 300

for any loss or damage to property or loss or damage any person suffers arising from using or not using this service.

Please do not use this helpline to report an insurance claim. If you want to report an incident or claim, please contact the claims helpline on 1850 85 8530.

4 Liberty Insurance

# Conditions which apply to the whole policy

These general conditions apply to all sections of this policy.

Where we refer to 'you' for the purpose of these conditions it includes your personal representatives.

- 1 We will only have to make a payment under this policy if:
  - a all the answers in the proposal and declaration for this insurance are true and complete; and
  - b you meet the terms, conditions and endorsements of this policy.

The proposal and declaration form the basis for this contract.

#### Cancelling your policy

2 You may cancel the policy at any time by telling us.

If you want to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining, less an administration fee of €25.

If you cancel your policy in the first year of insurance after the first 14 days, we will work out your refund based on our cancellation rates as shown below.

If your policy is cancelled after the first year, we will refund your premium for any remaining period of insurance (although we will take a fee of €25 to cover administration costs).

If you pay by instalments, you have agreed to pay the premium on the due date, or dates, as set out in your instalment agreement. If you do not make a payment on time, we can cancel the policy by sending you 10

Period of cover no more than	Percentage refund of annual premium
1 month	80%
2 month	70%
3 month	60%
4 month	50%
5 month	45%
6 month	35%
7 month	25%
8 month	20%
9 month	10%
Over 9 months	0%

days' written notice to your last known address. The refund we pay you will be based on the cancellation rates above. The rates are based on the yearly premium being paid in full. If the amount you have paid does not cover the premium according to the rates, we have the right to recover the money that you owe.

We do not refund any amount which is less than €25.

We will only refund premiums as long as there has been no claim or loss during the current period of insurance.

We may cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining.

## Duty of care

- 4 You must take all reasonable steps to:
  - a make sure you keep the buildings in a good condition;
  - b make sure all locks on outside doors and windows or any intruder alarm or smoke alarm for which we have allowed a discount in premium or which are made a condition of cover are properly maintained and used properly (you should send us copies of letters straightaway that say the police are withdrawing their response to alarms or warning letters relating to this); and
  - avoid injury, loss, destruction or damage.

# Policy changes

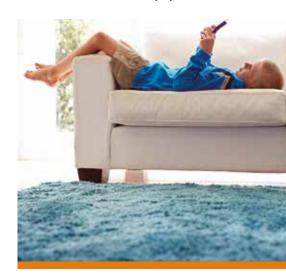
- 5 You must tell us about any change of circumstances which may affect your insurance, for example:
  - a if you change your address;
  - b if your home has been unoccupied for more than 30 days in a row;
  - c if you are convicted of, or you are facing possible conviction for, any offence other than a motoring conviction:
  - d if you plan to make any structural changes to the property; or
  - e if you let your home to tenants or share with lodgers.

If you are not sure whether you should tell us about any change, you should tell us anyway. When you tell us about a change, we may then review your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
- cancel the policy and treat it as though it has never existed.
- 6 If the terms of your policy change in any way, we may charge you an administration fee of €25. We do not refund any amounts less than €25, and we will not charge any amounts which are less than €25. We will only refund any premium if:
  - a no claim or loss has arisen during the current period of insurance; and
  - b we have received all the documents we need to carry out the alteration.

#### Claims

7 If any injury, loss or damage is covered totally or partly by any other insurance, we will only make a payment if you have used up all the cover under that policy. This does not apply to Section 2 Part B Item 13 Fatal injury benefits.



Conditions which apply to the whole policy

- 8 a As soon as you know about any loss, damage or accident, you must phone us and report the incident straightaway (or by the next day). We may send you a claim form which you must fill in and return as soon as you can.
  - b You must not carry out any repairs (other than emergency repairs to limit damage) without our approval or throw away any damaged items before we have had a chance to see them.
  - c Following loss or damage as a result of theft, attempted theft or malicious damage, you must contact the garda straightaway and send us a garda report. The report must say that the loss or damage was the result of theft, attempted theft or malicious damage.

- d You must also write and let us know as soon as you know about any possible prosecution or inquest in connection with any event.
- e You must be able to prove your loss. To help with this we may ask you to give us reasonable information such as original receipts, invoices, instruction booklets, bank statements, photographs or any further proof to help with your claim.
- f You, or any other insured person, must give us all the help we need. You must never accept responsibility or offer or promise payment without our written permission.
- g We will be entitled to take over and act in your name (or in the name of any other insured person) to defend or settle any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit), to recover compensation from others for anything covered by this policy. We will be able to decide how any proceedings or settlements are handled.
- h You must, within a reasonable time, allow us to enter the insured property where the loss or damage has happened. We may take possession of the property and deal with the salvage (anything that can be saved and used again) in a reasonable way. However, you must not abandon any property for us to deal with.

- If you make a claim, we are entitled to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters, and instruct them to act on our behalf.
- 9 If you are paying by instalments, you must pay the full yearly premium if you make a claim during the current period of insurance. We have the right to take the outstanding premium you owe from any claim amount we may pay you.

#### Fraud

10 If any claim is in any way fraudulent or exaggerated, if the insured person or anyone acting on their behalf has used any fraudulent methods to benefit under this policy, or if you have given us false or stolen documents, you and they will lose any rights under the policy. We may also prosecute you or them.

## Disputes between you and us

11 You may refer any dispute between you and us about our liability for a claim or the amount to be paid to an arbitrator we both agree to, within nine months of the dispute arising. If we cannot agree, the president of a relevant national law society will appoint an arbitrator.

The arbitrator's decision will be final and binding on you and us. If the dispute has not been referred to arbitration within nine months, we will assume you have abandoned the claim.

#### Choice of law

12 You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

#### Currency

13 All money paid under this policy will be paid in euros.

#### Language

14 Your policy and all communications between you and us will be in English.

#### Insurance Act 1936

15 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.

#### Stamp Duties Consolidation Act 1999

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

# Exclusions which apply to the whole policy

These general exclusions apply to all sections of this policy.

We will not provide cover for any of the following.

# Radioactive contamination, war, terrorism and sonic bangs

- 1 Loss or damage to any property, or any loss, expense or legal liability directly or indirectly caused by or contributed to or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it;

- c war, riot, revolution, acts of terrorism or any similar event; or
- d pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

# Failure of computers and electrical equipment

- 2 Any loss or damage caused directly or indirectly from:
  - a any computer, other electrical equipment, part or program failing to correctly recognise any date as its true calendar date; or
  - b computer viruses.

#### Confiscation

3 Loss or damage due to any government, or public or local authority taking, keeping or destroying your property.

## Deliberate or existing damage

- 4 Any loss or damage:
  - a caused by any deliberate act by you, a member of your household, your domestic employees (for example, a cleaner) or any other person living in the home; or
  - b which happened before or as a result of an event which happened before this cover started.

## Consequential loss

5 Loss or damage which happens as a result of a loss covered by this policy.

#### Matching sets and suites

6 We will not pay for the cost of replacing any undamaged items that form part of a collection, set or suite, or are part of a common design. If there is damage to floor coverings, we will only pay for the cost of replacing the damaged part or, if we can't find a matching part, the floor covering in the room where the damage happened and not undamaged floor coverings in other rooms or areas.

## Unoccupancy clause

- 7 Whenever your home has been unoccupied for 30 days in a row or more, the following terms and conditions apply.
  - a The insurance will not include loss or damage to valuables or money from the buildings.
  - b The insurance will not include loss to all other contents and buildings caused by:
    - water or oil escaping from or freezing in any fixed water or heating installation;
    - theft or attempted theft;
    - damage to fixed glass, mirrors and sanitaryware;
    - riot, civil commotion, labour and political disturbances;
    - malicious damage; or
    - damage to domestic appliances caused by freezing.

#### Pollution and contamination

- 8 We will not pay for any loss, damage or liability caused directly or indirectly by pollution or contamination, unless it is caused by:
  - a a sudden unexpected incident; or
  - oil leaking from any fixed heating installation or from any domestic appliance in your home.

#### Wear and tear

9 We will not cover loss or damage caused by wear and tear or by anything which happens gradually.

Section 1 Buildings Section 1 Buildings

What is covered

# **Section 1 Buildings**

Please read your schedule to see if buildings cover applies.

#### Part A Standard cover - Buildings

We will insure the buildings against loss or damage caused by the insured risks shown below along with the following.

- 1 Architects', surveyors', legal and other fees needed to repair or reinstate the buildings, but not fees in preparing a claim, for example, loss assessors or any other expert you hire.
- 2 Expenses we agree to for:
  - a removing debris;
  - dismantling or demolishing the buildings; and
  - c shoring up or propping up the buildings.
- 3 Fire brigade charges up to €2,000 if there is a valid claim under the policy.
- 4 Any costs you have to pay to keep to building or other regulations arising from government legislation or bye-laws of any municipal or local authority (but not if you received notice before the damage happened) but only so far as this applies to damaged parts of the property.

- 5 The costs you need to pay to return the buildings to their condition when new without taking off any amount for wear and tear. This does not include any costs in rebuilding, repairing or restoring the buildings if they are made either better than or bigger than when new. We will only pay costs if:
  - a the property insured has been maintained in good repair; and
  - b the sum insured is enough to cover the cost of rebuilding the buildings as new (at the time of the loss or damage). If the rebuilding or repair is not carried out, we will take off an amount for wear and tear when we pay your claim.

#### Excess

You must pay the excess (the first amount of any claim you make, as shown in the schedule), for each claim unless we say otherwise in the policy.

#### Insured risks

	What is covered	What is not covered
1	Fire (including smoke), lightning, earthquake and explosion.	Loss or damage caused by smog, agricultural, forestry or industrial operations, or anything that happens gradually.
2	An aircraft or other flying objects or articles dropped from them hitting the home	

	What is covered	What is not covered
3	Theft or attempted theft.	a Loss or damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Loss or damage unless violence and force are used to get into or out of the property when any part of the buildings is lent, let or sublet.
4	Oil escaping from any fixed heating installation.	a Destruction or damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Damage to the heating installation as a result of wear and tear.
5	Water escaping from any fixed water or heating installation or from any domestic appliance.	a Destruction or damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Damage to the water or heating installation or domestic appliance, as a result of wear and tear.
		c Damage caused by water leaking from shower units and baths through seals and grouting.
		d The first amount of the claim as shown in the schedule as 'Escape of water' excess.
6	Storm or flood	a Loss of or damage to gates, hedges and fences.
		b Loss or damage caused by frost.
		c Damage caused by wear and tear or anything which happens gradually.

What is not covered

Section 1 Buildings Section 1 Buildings

	What is covered	What is not covered
7	Falling trees or branches.	a Destruction or damage caused by felling or lopping.
		b Destruction or damage caused to fences, gates or hedges.
		c The cost of removing fallen trees or parts of them unless they have given rise to a valid claim under this policy.
8	Falling radio and television aerials (including satellite dishes), their fittings and masts.	Loss or damage to the aerials, fittings, dishes and masts themselves.
9	The buildings being hit by any road or rail vehicle (or anything falling from them), or animal.	Loss or damage caused by pets.
10	Riot, civil commotion, labour and political disturbances, vandalism and acts by malicious people.	a Destruction or damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Destruction or damage by vandalism or malicious acts by you, your household, paying guests or tenants, or by any person legally entitled to be in or on the buildings.
11	Subsidence, heave or landslip of the site on which the buildings stand.	a The first amount, as shown in the schedule, of each claim.
		b Destruction or damage caused by bedding down of any structures, faulty design, inadequate construction of foundations, demolition, structural alteration or structural repair.
		c Septic tanks, fuel tanks, terraces, swimming pools, hot tubs, tennis courts, patios, decked areas, driveways, footpaths, walls, fences, gates and hedges unless the home is also damaged at the same time by the same cause.
		d Solid floor slabs unless the foundations beneath the outside walls are damaged at the same time.
		e Loss or damage caused by the coast or river bank wearing away.

# Part B Extra benefits - Buildings

# Excess

You must pay the excess (the first amount of any claim you make, as shown in the schedule), for each claim unless we say otherwise in the policy.

	What is covered	What is not covered
а	Damage to pipes and cables We will cover accidental damage to underground water, drain, sewage, oil and gas pipes and underground electricity, television and phone cables extending from the buildings to the public mains or septic tanks you are legally responsible for.	
b	Extension for someone buying your home If you have agreed to sell your interest in the buildings, the buyer who completes the purchase will have the benefit of the insurance in section 1 up to the date the contract for purchase completes. This does not apply if they have other insurance cover on the building, and it does not affect your or our rights and liabilities.	
С	Breaking glass We will cover accidental breakage of all fixed glass and fixed sanitary fittings which form part of the building.	Loss or damage while the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.

table continues overleaf

Section 1 Buildings Section 1 Buildings

	What is covered	What is not covered
d	Loss of rent and the cost of alternative accommodation If you cannot live in your home because of loss or damage caused by any of the insured risks, we will pay: a the amount of rent you would have received if your home was let; or b the reasonable cost of renting similar accommodation for the period you cannot live in your home.	We will not pay more than 15% of the buildings sum insured.
е	Access for repairs  We will pay to remove or replace any part of the buildings necessary to repair any fixed domestic water or heating installation where water or oil has escaped.	a Damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
	·	b Damage to the installation or appliance from which the water or oil has escaped.
		We will not pay more than €650 for any one claim under this section.
		The excess will not apply to claims under this section.

# Optional extension

# Part C Accidental damage – Buildings

This extension only applies if the schedule shows that you have accidental damage cover for buildings.

#### **Excess**

You must pay the excess (the first amount of any claim you make, as shown in the schedule), for each claim.

What is covered	What is not covered
We will pay for accidental damage to the buildings.	a Damage while your home, or any part of it, is lent, let or sublet.
	b Damage when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
	c Damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus, electrical or mechanical breakdown or anything which happens gradually.
	d Loss or damage by a cause listed in or specifically excluded by Part A of Section 1 Buildings.
	e Damage by faulty workmanship, materials or design.
	f Damage by chewing, scratching, tearing or fouling by domestic animals.
	g Demolition of, or structural alteration or structural repair to, your buildings, or damage caused by any of these.
	h Damage caused by the process of cleaning, repairing, taking apart, changing or restoring.

Section 1 Buildings Section 2 Contents

#### How we settle claims

If your buildings are damaged or destroyed by any cause covered by this section, the following will apply.

- 1 We may pay the cost of work carried out to rebuild, replace or repair your buildings or arrange for your buildings to be rebuilt, replaced or repaired. If we decide to pay a cash amount for the loss or damage, we won't pay more than our suppliers would charge.
- We will take off an amount for wear and tear if the buildings have not been well maintained.
- 3 We will not pay the cost of repairing or restoring any undamaged part of the buildings.
- We will not reduce the sum insured after paying a claim as long as you agree to carry out any recommendations we make to prevent further loss or damage.

The most we will pay will be the sum insured as shown in the schedule (less any excess) and will also depend on any limits shown in the policy. If, at the time of the loss or damage, the sum insured is less than the full rebuilding cost, we may take off an amount to reflect the difference between these amounts. For example, if the sum insured is equal to 80% of the full rebuilding cost, we may pay only 80% of your claim.

If any single event results in a claim under more than one section of the policy, only the highest excess will apply for that event. If we have agreed to pay your claim and the total amount to be paid under this section is more than €3,000, we may keep up to 30% of the payment until the reinstatement work is complete. We will consider the work as complete when we have received and checked the final invoices and, if necessary, carried out a final inspection of the work. The inspection may be carried out by us or a representative we appoint.

Once we have settled your claim (less any amount we have kept back), we will agree a date that the reinstatement work should be completed by and the invoices sent to us. If you have not claimed the amount we have kept back after six weeks from the date we settled your claim, we will write to you to remind you of the unclaimed amount and our requirements to release the payment. If you need us to extend the agreed date, you should contact us to let us know. If we do not hear from you before the agreed date, we may close your claim.

# If a company has a mortgage on your home

If you have a mortgage with a company (the mortgagee), their interest in this insurance will not be affected by any act you or anyone living in the property commits which increases the danger of loss or damage if the mortgagee is unaware of the act. However, the mortgagee must contact us immediately if they are aware of any act or neglect and they may have to pay an extra premium.

# **Section 2 Contents**

Please read your schedule to see if contents cover applies.

Part A Standard cover - Contents

#### Excess

You must pay the excess (the first amount of any claim you make, as shown in the schedule), for each claim unless we say otherwise in the policy.

#### What is covered What is not covered We will cover the contents within the a Property more specifically insured. home against loss or damage caused b Money, stock or bond certificates, by the insured risks shown on pages documents or certificates of any kind. 20 to 21. c Motor vehicles (other than ride-on lawnmowers), boats, aircraft (other than hand-propelled or model aircraft), caravans, trailers and accessories in or on them, pets, livestock, plants, trees or shrubs, or mobile phones and accessories for them. d Property owned or used for business purposes (other than home office equipment).

# Limits of the amounts we will pay

We will not pay more than:

- 1 30% of the total sum insured under this section for valuables
- 2 €2,000 for any single item of valuables covered under this section unless the item is specifically referred to in the schedule. For items specifically referred to in the schedule, we will need a recent valuation or receipt (if you have not already provided one) if you make
- a claim. The valuation or receipt must be from before the loss or damage happened.
- 3 €3,500 for home office equipment.
- 4 €5,000 for contents in outbuildings.
- 5 €750 for heating oil.
- 6 €3,000 for ride-on lawnmowers.

Section 2 Contents Section 2 Contents

## Insured risks

	What is covered	What is not covered
1	Fire (including smoke), lightning, earthquake and explosion.	
2	An aircraft or other flying objects or articles dropped from them hitting the home.	
3	Theft or attempted theft.	a Loss or damage which happens during any periods when the buildings are unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Loss or damage unless violence and force are used to get into or out of the property when any part of the buildings is lent, let or sublet.
		c Theft by deception, unless deception is used only as a way to get into your home.
4	Oil escaping from any fixed heating installation.	a Destruction or damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Damage to the heating installation as a result of wear and tear.
5	Water escaping from any fixed water or heating installation or from any domestic appliance.	a Destruction or damage which happens during any periods when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Damage to the water or heating installation or domestic appliance, as a result of wear and tear.
		c The first amount of the claim, as shown in the schedule as 'Escape of water' excess.

	What is covered	What is not covered
6	Storm or flood.	a Loss or damage caused by frost.
		b Damage caused by wear and tear or anything which happens gradually.
7	The buildings being hit by any road or rail vehicle (or anything falling from them), or animal.	Loss or damage caused by pets.
8	Falling trees or branches.	a Destruction or damage caused by felling or lopping.
		b The cost of removing fallen trees or parts of them unless they have given rise to a valid claim under this policy.
9	Falling radio and television aerials (including satellite dishes), their fittings and masts.	Loss or damage to the aerials, fittings, dishes and masts themselves.
10	Riot, civil commotion, labour and political disturbances, vandalism and acts by malicious people.	a Destruction or damage which happens during any period when the buildings are left unfurnished or when your home has been unoccupied for more than 30 days in a row.
		b Destruction or damage by vandalism or malicious acts by you, your household, paying guests or tenants, or by any person legally entitled to be in or on the buildings.
11	Subsidence, heave or landslip of the site on which the buildings stand.	a Destruction or damage caused by any structures bedding down.
		b The coast or river bank wearing away.
		c Faulty design.
		d Poor foundations, demolition, structural alterations or structural repair.

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Section 2 Contents Section 2 Contents

## Part B Extra benefits - Contents

#### **Excess**

You must pay the excess (the first amount of any claim you make, as shown in the schedule), for each claim you make unless we say otherwise in the policy.

	What is covered	What is not covered
1	Money and credit cards This extension insures: a money belonging to you or a member of your household up to €500 (unless we say otherwise in the schedule in any one period of insurance); and b amounts which you may legally have to pay under the terms of any credit card or cash-dispenser card as a result of losing that card and it then being fraudulently used (up to €1500 unless we say otherwise in the schedule in any one period of insurance).	<ul> <li>Money and cards held for business use.</li> <li>Shortages due to mistakes or neglect.</li> <li>Any loss not reported to the gardai within 24 hours of discovering it.</li> <li>Any loss you suffer after reporting the loss to the issuing authority.</li> <li>Liability resulting from: <ul> <li>failure to report to the card-issuing authority immediately (no later than 24 hours) on discovering the loss;</li> <li>failure to keep to the conditions under which the card is issued; or</li> <li>from fraudulent use of the card by any person related to you or by a member of your household.</li> </ul> </li> </ul>
2	Frozen foods  This extension covers the contents of a deep freeze or refrigerator if they are spoilt, up to €700 unless we say otherwise in the schedule. The cover applies if the loss happens in your home and is caused by:  a the accidental failure of the freezing unit; b a refrigerant or refrigerant fumes; or c accidental failure of the electricity or gas supply which is not a deliberate act of the supply authority.	<ul> <li>Loss or damage if the deep freeze or refrigerator is more than 10 years old.</li> <li>Loss or damage when the home has been unoccupied for more than 30 days in a row.</li> </ul>

	What is covered	What is not covered
3	Pedal cycles  This extension covers pedal cycles and accessories on them up to €300 for each cycle unless we say otherwise in the schedule.	Any bicycle left unattended and unlocked away from the home, outbuildings or boundary.  The first amount of the claim, as shown in the schedule as 'Pedal cycles' excess.
4	TV, video, audio and computer equipment	a Damage to tapes, cassettes, cartridges, records or discs of any kind.
	Accidental damage, while in the home, to TV, video, audio and computer equipment	b Damage to equipment designed to be portable while it is being transported, carried or moved.
		c Damage to mobile phones or mobile phone equipment.
		d Lost, destroyed or corrupted information or programs.
		We will not pay more than €2,000 for any one item.
5	Visitors' personal belongings	a Property owned by paying guests.
	We will pay for loss or damage caused by any of the insured risks under Section 2 Part A to your visitors' personal belongings while they are temporarily in your home.	b We will not pay more than €1,000 for any one claim under this section.
		Exclusions to 1-5 above a Damage caused by misuse. b Mechanical or electrical breakdown (except for item 2). c Loss or damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus or anything which happens gradually. d Damage caused by the process of cleaning, repairing, taking apart, changing or restoring; e Damage by chewing, scratching, tearing or fouling by domestic animals. f Property owned or used for business purposes (other than home office equipment).

Section 2 Contents Section 2 Contents

	What is covered	What is not covered		What is covered	What is not covered
6	Replacement locks  We will pay the cost of replacing locks (including keys) to any outside door of the home if the keys have been stolen from the home or stolen from a member of your household during an assault.	We will not pay more than €650 for any one claim under this section.		a We will cover damage to the buildings arises while the buildings are enough furniture to be lived in the second of the risks shown in the second of the secon	We will not cover any liability which arises while the buildings are left without enough furniture to be lived in.  We will not pay more than 10% of the contents sum insured for this extension.  The excess will not apply to claims under
7	Breaking glass  We will cover accidental breakage of mirrors, ceramic glass in cooker hobs, plate-glass tops to furniture and fixed glass in furniture while in the home.	Loss or damage while the buildings are left unfurnished or when the home has been unoccupied for more than 30 days in a row.			this section.
8	Household goods temporarily moved Loss of or damage to household goods (not including money, TV, audio, video or computer equipment) while they are temporarily moved elsewhere in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, caused by the insured risks under Section 2 Part A.	a Damage by storm or flood to property not in a building.			
		<ul> <li>b Theft, other than:</li> <li>from a bank;</li> <li>from any building where you or a member of your household is living, employed or involved in business; or</li> <li>while being moved to or from any bank or safe deposit while in your charge or that of someone you have authorised.</li> </ul>		Temporary accommodation and rent If you cannot live in your home because of loss or damage caused by any of the insured risks, we will pay: a the rent for which you are legally responsible; and b the reasonable cost of other similar accommodation for the period you cannot live in the home.	We will not pay more than 15% of the contents sum insured under this section.  The excess will not apply to claims under this section.
		c Property moved to be sold, exhibited or to a storage facility.  d Property more specifically insured.  The accidental damage extension does not apply to this section.  We will not pay more than 15% of the contents sum insured for this extension.		12 Wedding and Christmas gifts  The contents sum insured is automatically increased by 10%: a during the month of December only, to cover gifts and extra food and drink for the Christmas season; or b during one month before and one month after your wedding day or the wedding day of you or a member of your household, to cover wedding gifts.	
9	Title deeds  We will pay the cost of preparing new title deeds for your home if they are	home if they are any of the insured this section.  The excess will not apply to claims under this section.			table continues overlea
	lost or damaged by any of the insured risks under Section 2 Part A while in your home or kept by a bank, solicitor or				

mortgage lender.

Section 2 Contents Section 2 Contents

	What is covered	What is not covered
13	Fatal injury benefit  We will pay €5,000 if you or your husband, wife or partner dies, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders. We will only pay this benefit if you or your husband, wife or partner (or both of you) dies within 90 days of the incident.	The excess will not apply to claims under this section.
14	Jury service We will pay €25 a day for each day you or your husband, wife or civil partner are in court for jury service, as long as you give us satisfactory written proof of your jury service.	We will not pay more than €700 for any one claim.  The excess will not apply to claims under this section.
15	Contents in the garden Loss or damage to contents not in the	a We will not pay more than €650 for any one claim.
	home but within the boundaries of your home by the insured risks listed in Part A of Section 2 Contents.	b Loss or damage specifically excluded by Part A of Section 2 Contents.

# Optional extension

# Part C Accidental damage – Contents

This extension only applies if the schedule shows that you have accidental damage cover for contents.

#### **Excess**

You must pay the excess (the first amount of any claim you make, as shown in the schedule), of each claim.

What is covered	What is not covered
We will pay for accidental damage to the contents.	a Damage while your home, or any part of it, is lent, let or sublet.
	b Damage when the buildings are left unfurnished or when the home has been unoccupied for more than 30 days in a row.
	c Damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus, electrical or mechanical breakdown or anything which happens gradually.
	d Loss or damage by a cause listed in or specifically excluded by Part A of Section 2 Contents.
	e Damage by faulty workmanship, materials or design.
	f Demolition of, or structural alteration or structural repair to, your buildings or damage caused by any of these.
	g Damage caused by the process of cleaning, repairing, taking apart, changing or restoring.

table continues overleaf

# What is not covered h Damage by chewing, scratching, tearing or fouling by domestic animals. i Damage to clothing, contact lenses, stamps, hearing aids, plants, food or drink, money or pedal cycles. j Cracked, scratched or broken china, marble, porcelain, glass or other similar brittle items. k Lost or corrupted information or programs.

#### How we settle claims

If your contents are damaged by any of the causes covered under this section we can:

- replace them as new with an equivalent item; or
- pay an amount to replace the items as new with an equivalent item.



However, for items that can be economically repaired we will pay the cost of repair (or if we decide, to arrange for their repair).

We will not reduce the sum insured after we pay a claim as long as you agree to carry out any recommendations we make to prevent further loss or damage.

The most we will pay will be each sum insured as shown in the schedule (less any excess) and will also depend on any limits shown in the policy. If at the time of loss or damage the sum insured is less than the cost of replacing all the contents as new, we may take off an amount to reflect the difference between these values. For example, if the sum insured is equal to 80% of the cost of replacing all the contents as new, we may pay only 80% of your claim.

If any single event results in a claim under more than one section of the policy, only the highest excess will apply for that event.

# Section 3 Cover for items away from the home – 'All risks'

Please read your schedule to see if this cover applies.

#### Excess

You must pay the excess (the first amount of any claim you make, as shown in the schedule), of each claim.

#### What is covered

- We will cover loss of or damage to:
   any item specified in the schedule up to each sum insured shown in the schedule;
  - 2. personal belongings up to each sum insured for unspecified items shown in the schedule (there is a limit of €1,500 for any one item):
  - while in your or a member of your household's control.

This applies:

- anywhere in the Republic of Ireland, Northern Ireland, Great Britain, or the Continent of Europe; and
- elsewhere in the world for up to 60 days in any one period of insurance.

#### What is not covered

- a Items that don't belong to you or a member of your household.
- b Damage caused by misuse.
- c Any sports equipment while you are using it.
- d Damage by wear and tear, atmospheric or climatic conditions, movement, settlement or shrinkage, wet or dry rot, vermin, insects, fungus, mechanical or electrical breakdown or anything which happens gradually.
- e Damage by faulty workmanship, materials or design
- f Damage by chewing, scratching, tearing or fouling by domestic animals.
- g Any person, authority or agency confiscating or holding your property or attempting to do so.
- h Motor vehicles (including ride-on lawnmowers), boats, aircraft, pedal cycles, camping equipment, caravans, trailers and accessories, pets, livestock, mobile phones and accessories, money, contact lenses or hearing aids.
- i Property owned or used for business purposes (other than home office equipment).

table continues overleaf

Section 3 Cover for items away from the home - 'All risks'

## What is covered What is not covered i Damage caused by the process of cleaning, repairing, taking apart, changing or restoring. k Cracked, scratched or broken china, marble, porcelain, glass or other similar brittle items. I Lost or corrupted information or programs m Theft from an unattended motor vehicle, unless the item is in a locked boot, hidden luggage compartment or glove compartment and force has been used to enter the vehicle – we will also pay no more than €635 in any one incident. n Loss or damage by a cause listed in or specifically excluded by Part A of Section 2 Contents.

#### How we settle claims

When you make a claim for the loss of or damage to any property insured under this section we can choose to:

- replace the item as new with a similar item; or
- pay an amount to replace the item with an equivalent item.

We will not take off an amount for wear and tear as long as the sum insured represents at least the full replacement value of all the property insured.

Where an item is specified in the schedule we will need a recent valuation or receipt (if you have not already provided one) if you make a claim. The valuation or receipt must be from before the loss or damage.

The most we will pay will be each sum insured as shown in the schedule (less any excess) and will also depend on any limits shown in the policy.

If any single event results in a claim under more than one section of the policy, only the highest excess will apply for that event.

# **Section 4 Liabilities**

## Part A Property owner's liability

#### What is covered

If the schedule shows that Section 1 Buildings applies, we will cover damages that you are legally liable for as the owner of the buildings (but not as occupier) for accidents which happen during the period of insurance and that result in:

- 1. bodily injury, illness or death of any person other than someone you employ or a member of your household; or
- 2. loss of or damage to property you or a member of your household do not own or control.

If you die, your legal representative will have the benefit of this section for any liability you may have for an event covered by this section.

#### What is not covered

We will not cover any liability arising from:

a your trade, profession, business (other than as owner of the buildings) or employment;

b your personal liability not associated with owning the buildings;

c owning, having or using lifts, vehicles or bicycles;

d accepting liability under an agreement unless you would have had the liability if the agreement did not exist;

e transmitting Aids or HIV-related illnesses or any sexually-transmitted diseases;

f owning any animals;

g owning, having or using any aircraft (other than hand-propelled or model aircraft) or watercraft (other than manually-operated rowing boats, punts or canoes); or

h owning a spa, whirlpool or hot tub unless it is disinfected and maintained in line with the manufacturer's recommendations.

We will not pay more than €1,300,000 for any one event. We will also pay the claimant's costs and expenses, and your costs and expenses if we have given our written permission.

Section 4 Liabilities Section 4 Liabilities

## Part B Public liability

#### What is covered

If the schedule shows that Section 2 Contents applies, we will cover damages that you are legally liable for:

- 1. as occupier of the buildings (but not as owner); or
- 2. in your personal capacity anywhere in 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 days in a row.

This applies to accidents which happen during the period of insurance and that result in:

- bodily injury, illness or death of any person other than someone you employ or a member of your household; or
- loss of or damage to property you or a member of your household do not own or control.

If you die, your legal representative will have the benefit of this section for any liability you may have for an event covered by this section.

#### What is not covered

We will not cover any liability arising from:

- a your trade, profession, business or employment;
- b you owning or using any land other than the home;
- c any deliberate or malicious act; d owning, having or using lifts,
- mechanically propelled vehicles or bicycles (other than pedestrian-controlled gardening tools, motorised wheelchairs
- or as a passenger on any of these); e accepting liability under an agreement
- unless you would have had the liability if the agreement did not exist;
- f transmitting Aids or HIV-related illnesses or any sexually-transmitted diseases;
- g owning, having or using any aircraft (other than hand-propelled or model aircraft) or watercraft (other than model watercraft, manually-operated rowing boats, punts or canoes);
- h owning, having or using a firearm other than licensed sporting guns and airguns; i owning, having or using any dangerous implement (such as chainsaws,
- blowtorches, welding equipment or any equipment which needs the use of protective clothing) which is being used away from the home;
- j owning or using any animals other than horses, cats or dogs, or any other animals normally domesticated in Ireland;

What is covered	What is not covered
	k owning or using dangerous dogs as defined in regulations made under the Control of Dogs Act 1986 or any further amendments to that Act if the dogs are not owned or used in line with those regulations; I using entertainment equipment or facilities provided by someone else in connection with a social event; m owning a spa, whirlpool or hot tub unless it is disinfected and maintained in line with the manufacturer's recommendations; or n any liability for which you must have insurance cover under the terms of the Road Traffic Acts.
	We will not pay more than €1,300,000 for any one event. We will also pay the claimant's costs and expenses, and your costs and expenses if we have given our written permission.

Section 4 Liabilities Section 5 Home emergency assistance

#### Part C Liability to domestic employees

#### What is covered

If the schedule shows that Section 2 Contents applies, we will cover the following.

We will cover your legal liability for damages and claimant's costs and expenses or bodily injury or disease which any domestic employee (including chauffeurs, grooms, gardeners and temporary and occasional employees) or any person carrying out repairs or decorations suffers while in your employment. The injury or disease must be connected with your living in the buildings or any temporary residence in the Republic of Ireland or Northern Ireland. It must also be caused while the policy is in force.

#### What is not covered

We will not cover any liability caused by: a carrying out structural improvements or alterations:

b any independent consultant or their employees; or

c tree felling or lopping.

We will not pay more than €2,600,000 for any one event. We will also pay the claimant's costs and expenses, and your costs and expenses if we have given our written permission.

We will not be liable under this section for any liability you have under an agreement which you would not have had if the agreement did not exist.

#### How we settle claims

## Maximum limit of our liability

For any incident, we may pay you the maximum amount due under this policy or the rest of any maximum amount if we have already made payments for claims arising out of that accident. When we have paid you this, we will no longer be liable to you for the accident other than for the costs you paid or agreed to pay with our permission before we made the maximum payment. We will not be responsible for any damage you claim to have suffered as a result of our action or neglect in connection with this claim or proceedings.

#### Cover for your personal representatives

If you die, we will insure your personal representatives for any liability you are responsible for under the terms, conditions and limits of the policy. Your personal representatives must meet any terms and conditions of this policy in the same way as you.

# Section 5 Home emergency assistance

Please read your schedule to see if you have 'Home emergency assistance' cover.

We will only cover the cost for repairs we have authorised through the Home emergency assistance helpline

If there is an emergency in your home, we can provide help 24 hours a day, 365 days a year.

If you make a claim under this section, it will not affect your no-claims discount.

#### **Definitions**

The following definitions apply as well as the definitions on page 3 of your policy.

- a Emergency repair a repair necessary to make your home safe and to prevent further loss or damage as a result of an unexpected or sudden incident that causes damage to your home by the insured risks on the next page.
- b Home (this definition replaces the definition on page 3 for this section (section 5) only) the private residence (excluding outbuildings) at the address shown in the schedule. Your home must be built of brick, stone or concrete and roofed with slate, tiles or asphalt unless described differently under any endorsement.

# Cover provided

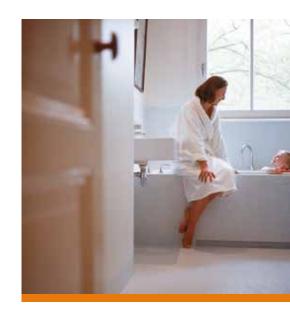
We will cover the cost of the call-out, labour and materials needed for the emergency repairs set out on page 36, up to a maximum of €250 for each emergency.

Home emergency assistance:

1800 209 300

If the cost of the repairs go above these amounts, you must pay the difference. If the damage is covered by your policy and you make a claim, we will refund this amount less any excess.

This is not a maintenance contract for your home. This section covers emergency repairs and does not replace the cover on your home insurance policy.



Section 5 Home emergency assistance Section 5 Home emergency assistance

#### Insured risks

	What is covered	What is not covered
1	Broken or damaged piping, leaks from sanitary fixtures and fittings and fixed water installations in your home. Blockages in drains or toilet waste pipes.	a The repair of damage caused by seepage, leaking or dampness even as a result of broken or damaged piping or other installation.
		b The repair of air-conditioning installations, electric showers, water-filtration units, hot tubs, Jacuzzis, drains and septic tanks outside your home.
		c Shared drainage facilities except within the boundary of your home.
2	Failure of the electrical supply in your home as a result of a fault or damage to an electrical installation inside the home.	a Repairs to lighting such as (but not limited to) bulbs or fluorescent tubes, free-standing electrical installations such as lamps, home appliances.
		b Alarm or telephone systems.
3	Your home being made insecure or if you can't get into your house due to loss or theft of keys, or damage to locks, as a result of theft or any other accidental cause, or if a child has locked themselves in a room.	Any work to: a inside doors or fittings; b outside doors not directly accessing the home; c mechanical shutters or automatic garage doors; or d outside doors or windows when access is possible by another route.
4	Broken glass on outside windows or doors which makes your house unsafe.	Any work to double-glazed units where one pane is undamaged.
5	Storm damage or any other accidental damage to the roof which makes your home unsafe.	Any item excluded above.

## Follow-up services

Once we have carried out an emergency repair we will also provide the following.

#### Urgent message relay

When an emergency happens within your home, we can pass an urgent message to a family member in this country or abroad.

#### **Emergency services**

If you need the phone number of an emergency service, call the Freephone number 1800 209 300 and we will give you the phone number for the hospital, garda station, fire brigade or 24-hour pharmacy you need.

# General conditions that apply to this section

- 1 You must keep your home in good condition.
- You must replace any parts of your home which are failing or showing signs of wear and tear as soon as you can after you discover any problems.
- 3 You must quote your policy number when you phone for help and give identification if the operator, tradesperson or any other agent asks for it.
- We will do our best to arrange a quick service for all emergencies, but we cannot guarantee that there will not be delays in severe weather conditions that continue for a long time or if there is a shortage of tradespersons.

# General exclusions that apply to this section

We will not cover the following.

- 1 Work that is not an emergency repair as shown on pages 35 to 36.
- 2 Work that is not in your home.
- 3 Work you have carried out without our permission.
- 4 An emergency that could have been avoided or that was deliberate and which was caused by you, a member of your household, your domestic employees or any other person living in the building.
- 5 Damage to your contents.
- 6 Liability or any loss caused by any act carried out to provide the emergency service.
- 7 More than three emergencies in any one period of insurance.

If you have a major emergency which may cause serious damage to property or danger to you or anyone, you should contact the relevant authority or emergency services straightaway.

Endorsements Endorsements

# **Endorsements**

These endorsements only apply if they are shown in the schedule.

#### HHD1 - Valuables limit 40%

The valuables limit shown in Section 2 Contents is replaced with 40%.

#### HHD2 – Valuables limit 50%

The valuables limit shown in Section 2 Contents is replaced with 50%.

# HHD3 – Minimum security warranty

There is no cover for loss of or damage to the insured property at the home caused by theft, malicious people or vandalism unless the following or other security devices as agreed in writing by us apply.



- 1 The main exit door must be fitted with a 5-lever mortice deadlock or deadlocking rim latches.
- Other outer doors must be fitted with locks (as mentioned in 1 above), or key-operated security devices fitted to the top and bottom, as well as the existing locks, or a multi-point locking system that includes a lever or cylinder deadlock.
- 3 All patio or French doors must be fitted with a multi-point locking system that includes a lever or cylinder deadlock.
- 4 All windows on the ground floor and other windows that are easily accessible must be fitted with keyoperated window locks.

You must lock all locking devices, take all keys out of the locks and keep them in a safe place whenever you leave the property empty or go to bed at night.

## HHD4 – Alarm warranty

We will not pay for any loss or damage by theft or attempted theft unless the burglar alarm fitted to the home is:

- 1 in full working order and is set at all times when a responsible adult is not in the home; and
- 2 regularly (at least once a year) inspected and maintained by an approved company and any fault corrected immediately.

You must tell us immediately if you receive notice from the garda warning that they are withdrawing their response to alarm calls.

#### HHD5 – Safe warranty

We will not pay for loss or damage to items of jewellery specifically referred to in the schedule under Sections 2 or 3 unless:

- 1 you are wearing or carrying them at the time: or
- you keep them in a locked safe which is permanently fixed to the structure of your home and you take all the keys out of your home, whenever there are no responsible adults in your home.

#### HHD6 - Childminding

We have amended, for the purposes of this section, the definition of 'home' to:

Home – the insured property as shown in the schedule and its outbuildings (and which is not used for any business purposes other than paperwork, phone calls, computer work or childminding of up to three children).

We have amended the exclusion of 'your trade, profession, business (other than as owner of the property) or employment' under Section 4 Part A of the policy to 'your trade, profession, business or employment (other than as owner of the property or for childminding of up to three children)'.

We have amended the exclusion of 'your trade, profession, business or employment' under Section 4 Part B of the policy to 'your trade, profession, business or employment (other than for childminding of up to three children)'.

## HHD7 - Fire-only cover

The cover under this policy is limited to Section 1 and Insured risk 1 - Fire

(including smoke), lightning, earthquake and explosion only until the home is permanently occupied.

#### HHD8 - Flood exclusion

There is no cover for loss or damage to your buildings or contents (or both) which is caused by flood.

# HHD9 – Commercial use of outbuildings

There is no cover for loss or damage to any outbuilding or its contents used for commercial use.

# HHD10 – Non-standard construction excess

An increased excess of €1,500 applies to any section of your building which is not built of brick, stone or concrete or roofed with slate, tiles or asphalt.

## HHD11 – Jewellery settings

There is no cover for loss or damage to jewellery with a value of more than €10,000, unless their settings are assessed and serviced at least every two years by a qualified professional jeweller. We will also need written confirmation from the jeweller that the settings are in order.

#### HHD12 - Theft restriction clause

There is no cover for theft or attempted theft, malicious acts or vandalism unless there is evidence that force and violence were used to get into or out of the property covered under this policy.

Endorsements Customer care

#### HHD13 - Subsidence exclusion

There is no cover for loss or damage to your buildings or contents (or both) which is caused by subsidence, heave or landslip.

#### HHD14 – Roof warranty

It is a condition of the policy that any part of the roof that is flat or roofed with materials other than slate or tiles is inspected and maintained in line with the manufacturer's recommendations. If you have not received maintenance recommendations, the roof must be maintained at least every five years by a qualified roofer or builder. Any work they recommend must be carried out within 30 days.

There is no cover for loss or damage by storm or flood for any area of the property which is covered by a flat roof or material other than slate or tiles if you have not given us proof to confirm the roof has been maintained in line with the requirements shown above.

## HHD15 - Holiday home

While the property is unoccupied for more than 30 days, there is no cover for valuables, money or credit cards.

The exclusions of loss or damage while a property is unoccupied for more than 30 days will not apply if you keep to the following conditions.

- 1 Locks and bolts to outside doors and windows are put into operation.
- 2 Intruder alarms where installed are put into operation.

- 3 Weekly inspections of the house are carried out by you, your relatives, your neighbours or the managing agents.
- 4 During the months of October to March, you must make sure:
  - a the water supply is turned off at the mains and the water and heating system drained; and
  - b the gas supply and, if no intruder alarm is installed the electricity supply, are turned off at the mains unless you have an automatically controlled heating system, as long as the mains water system is in constant operation maintaining a temperature of 15°C.

# **Customer care**

We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer you have the right to complain.

- Please contact our staff first to see if we can resolve any concerns you may have. Phone: 1890 89 1890.
- 2 If you are not happy with our response, you can send your concerns in writing to our Customer Service Manager at:

Liberty Insurance Dublin Road Cavan Co Cavan.

Email: feedback@libertyinsurance.ie

- 3 We will phone you to let you know we have received your complaint.
- 4 Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.

5 If you are not satisfied with our decision, or if we haven't given you a decision within 40 business days, you have the right to refer your complaint to the Insurance Ombudsman at:

The Financial Services Ombudsman's Bureau

> 3rd Floor Lincoln House Lincoln Place Dublin 2.

Phone: 1890 882090.

We value feedback and welcome it as an opportunity to improve our service.



Data-protection statement Data-protection statement

# **Data-protection statement**

# Who is responsible for your personal information?

We, Liberty Insurance Limited in Ireland, are the registered 'data controller' for personal information held under the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003. This means we have certain responsibilities under the act to protect your information. You should show this notice to anyone who may also be covered by your insurance policy and make sure that you have their permission to share their information with us.

# What details do we collect and why?

We will use the information you provide, or we collect, to manage and handle your insurance gueries, applications and any policy and related claims. This includes providing insurance for and handling claims with help from other companies in the Liberty Mutual Insurance Group. To provide you with products and services, we (or our agents or subcontractors) hold information in our systems. We may use your personal information for our business processes and activities including analysis, review, planning and business transactions, dealing with insurance or legal claims, and so we can meet our legal and regulatory responsibilities. We may record or monitor phone calls to protect you and for training and quality purposes.

#### Sensitive details

We may need to collect sensitive personal information (such as information about physical or mental health or medical conditions, criminal convictions and pending legal proceedings, and bankruptcy or debt details) about you and others named on the insurance policy and other people involved in a claim. By taking out a Liberty insurance policy or by giving us your personal information, including sensitive personal information, you will be agreeing that we, our agents, other insurers and the other people we describe in this notice may process this information.

## 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 judgments. bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgments, to prevent fraud, antimoney laundering and counter-terrorism financing checks. These checks will be governed by data-protection law and we may also need your permission.) We may share the results of these checks with other companies in the Liberty Mutual Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána, the police and other law-enforcement agencies, government

agencies or regulatory authorities. We may use this information to help us assess risk and credit and in our insurance decisions and to meet our legal and regulatory responsibilities. Other companies in the Liberty Mutual 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. 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.

# What details do we share, who with and why?

We will only take instructions to change a policy from you, your husband, wife or civil partner or your parent. We will only take instruction to cancel a policy from you. In some cases we may deal with other people contacting us on your behalf as long as we have your permission. If you would prefer that we only deal with you, please let us know. In exceptional circumstances, we may need to deal with other people, for example, if you are incapacitated and if a next of kin contacts us in relation to your policy.

We may pass information about you and your claims history to:

 our agents and service providers and other companies in the Liberty Mutual Insurance Group;

- other insurers, either directly or through people acting for us and them (such as loss adjusters or private investigators and solicitors);
- any agent acting for you;
- recognised trade, governing and regulatory organisations we belong to or are governed by;
- the police, other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if this is 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.

We share information with the Insurance Link database, run by Insurance Ireland. This information includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. This information may be shared with other insurers or government authorities.

We use this service to help us authenticate the information provided so we can prevent fraud and protect customers and assess information at the underwriting stage (when we decide on risk and whether to provide insurance). This helps prevent multiple claims for the same injury or damage, helps us 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, which is listed below.

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## Where are your details sent?

Your personal information, including sensitive personal information, may be transferred to countries outside the European Economic Area including to companies in the Liberty Mutual Insurance Group and our group's agents and service providers. We will aim to make sure that the level of protection which applies to your personal information processed in these countries is similar to that which applies in the Republic of Ireland, for example, by using appropriate data-transfer agreements.

#### Contacting you

We may contact you with a reminder that your insurance is due to be renewed. We can do this in a number of ways, please see below. We will use the details you have given us to provide information about our products and services and those of other companies in the Liberty Mutual Group and other companies whose products and services may interest you. However, we will not do so if you have already told us you do not want this information. We may also use your information for these purposes after your policy has ended, unless you ask us not to.

#### How we can contact you

From time to time we may contact you using the information you have provided in relation to our products and services in any of the following ways.

- By phone
- By post
- By email

- By text message
- Through digital applications (such as a mobile phone app)

#### Why might you contact me?

We may contact you:

- about an enquiry you have made;
- with relevant offers for products or services;
- about your policy or quote;
- to ask for your feedback or views on the products and services we provide;
- to tell you about any important changes to our website; or
- if there is another genuine reason for doing so.

#### 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 want to 'opt-out', please phone us on 1890 89 1890 or email us at contact@libertyinsurance.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.

# More information and contacting us

You can ask us for a copy of the information we hold about you by writing to our Customer Services Manager (see contact details below) and enclosing a

cheque for €6.35. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you.

For a full copy of this notice, including more details on how we may use your personal information for credit-reference and fraud-prevention purposes, please see the Security and Privacy Statement which you can view by visiting www.libertyinsurance.ie/company/privacy-full.html. Or, if you want to ask for a hard copy or have any questions about this notice, please contact our Customer Services Manager at Liberty Insurance, Dublin Road, Cavan, Co. Cavan or info@libertyinsurance.ie.

You can find details about our responsibilities to you in terms of your information in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector. See www.dataprotection.ie.

You can get confirmation on what information is held about you and your previous claims on Insurance Link by visiting **www.inslink.ie**.

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