

Home Buildings & Contents Insurance

Republic of Ireland

BrokerLine ^{DIRECT}



Claim *Line* 24 Hour Accident Reporting Line

You can call our Claim line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help or advice and progress your claim as fast as possible.

Just call to claim...

1890 882525

To make a claim, call our dedicated 24 hour Claim Line number to confirm that your claim is covered by the policy. If it is we will register it immediately.

- If your claim is for a small amount we may be able to settle it straight away.
- On larger claims we will send a loss adjuster to see you at home and advise you.
- We also have a number of approved suppliers who will carry out repairs and replace damaged items.

We will be advising your broker or intermediary of your claim, so you receive not only fast approval but retain your access to professional independent insurance advice should you need it.

Thank *you* for choosing IGI Insurance Company Limited as *your* Home Insurer. This policy has been issued on their behalf by Prestige Underwriting Services (Ireland) Limited.

In return for payment of the premium shown in the **schedule**, **we** agree to insure *you*, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates ONLY to those sections of the policy which are shown in the schedule as being included.

Prestige Underwriting Services (Ireland) Limited is authorised and regulated by the Financial Regulator.

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Introduction

This policy, **schedule** and any **endorsement** applying to **your** policy form **your Prestige Household** Insurance document.

This document sets out the conditions of the contract of insurance between you and us. You should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Cooling Off Period

If this cover does not meet with your requirements please return all your documents within 14 days of receipt to your broker. We will return any premium paid less a pro rata charge for the number of days for which cover has been given provided that no claim has been made during the current **Period of Insurance**.

Definitions

Wherever the following words appear in this insurance they will have the meanings shown below.

You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .
We / us / our	Prestige Underwriting Services (Ireland) Limited on behalf of IGI Insurance Company Limited .
Your broker	The broker who placed this Insurance on your behalf.
Schedule	The schedule is part of this insurance and contains details of your premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Endorsement	A change in the terms and conditions of this insurance.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Settlement	The downward movement of the site on which the buildings stands due to the application of superimposed loading from the buildings .
Buildings	<ul style="list-style-type: none">• The home and its decorations• Fixtures and fittings attached to the home

- Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks **you** own or for which **you** are legally responsible within the **premises** named in the **schedule**.

Premises

The address which is named in the **schedule**.

Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

Contents

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents includes:

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to €320 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money and credit cards** up to €635 in total
- deeds and registered bonds and other personal documents up to €1900 in total
- stamps or coins forming part of a collection up to €1585 in total
- **valuables** up to 33 $\frac{1}{3}$ % of the sum insured for **contents**, within the private dwelling but not exceeding 5% of the sum insured for contents of any one item
- domestic oil in fixed fuel oil tanks up to €1270

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any animal, plant or tree
- any part of the **buildings**
- any property held or used for business purposes other than office equipment up to €4450 in total
- any property insured under any other insurance.

Bodily injury

Bodily injury includes death or disease.

Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Valuables

- jewellery
- furs
- gold, silver and gold and silver plated articles
- pictures.

Personal possessions Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you

Personal possessions does NOT include:

- **money** and **credit cards**
- pedal cycles.

Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Unoccupied

Where the **home** has been left without an authorised inhabitant for more than 30 consecutive days.

Ireland

Republic of Ireland.

General Conditions applicable to the whole of this insurance

Each **home** included under this insurance is considered to be covered as if separately insured.

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

This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts ie those circumstances which may influence **us** in **our** acceptance or assessment of this insurance. If **you** are in any doubt as to whether a fact is material or not please disclose it.

Your duties

1. **You** must keep the **buildings** in good repair and take all reasonable precautions to ensure the safety of property insured and to prevent accidents.
2. **You** must tell **us** immediately of any change, which may affect this insurance or increase the risk of loss, damage or injury as failure to do so could invalidate the cover provided.

When **we** receive this notice **we** have the option to change the conditions of this insurance

3. **You** must tell **us** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the conditions of this insurance.
4. **You** must tell **us** about any increase in the value of the **buildings, contents, personal possessions or valuables**.
5. It is your duty to ensure that:
 - Any flat roof forming part of the building is inspected at least once in every 3 years by a qualified builder or property surveyor.
 - Any defect with the flat roof is immediately rectified

However, if the flat roof is over ten years old it must be inspected every year by a qualified builder or property surveyor and any defect found rectified immediately.

If **you** fail to comply with any of the above duties this insurance may become invalid.

Cancellation clause

1. If **you** wish to cancel **your** policy outside of the first 14 days (shown on page 3 of this policy) **you** can write to **your broker**. If **you** or others have not made a claim in the current insurance year, **we** will refund any premium paid less a pro rata charge for the number of days for which cover has been given plus a cancellation charge of €25. If a claim has been reported in the current insurance year no refund will be given.
2. **We** can cancel this insurance by giving **you** 14 (fourteen) days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.

General Exclusions applicable to the whole of this insurance

(a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly therefrom
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(b) War and Terrorism Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
2. Any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and /or 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 endorsement 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 (1) and /or (2) above.

If we allege that by any reason of this exclusion any liability. Loss, damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(c) Wear and Tear, Maintenance, Breakdowns and Gradually Operating causes

We will not pay for any loss or damage caused by, arising out of or, contributed to by;

1. wear and tear, rusting or corrosion
2. wet or dry rot, fungus, mildew or any other gradually operating cause howsoever caused
3. frost (other than bursting of water tanks, pipes or appliances caused by freezing) atmospheric or climatic conditions (other than lightning, storm, flood or earthquake)
4. damage caused by cleaning, repairing, restoring, renovating or dyeing
5. the cost of maintenance and normal decoration
6. failure of double glazing seals
7. mechanical, electrical or electronic computer failures or breakdowns or breakages
8. damage caused by assembling or dismantling of any apparatus
9. damage caused by chewing, scratching, tearing or fouling by domestic pets for which **you** are responsible.
10. damage caused by vermin and insects.

(d) Electronic Data Exclusion Clause

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising directly or indirectly therefrom;
2. any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:-

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to recognise correctly the data or change of date;

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself by a computer system or network.

(e) Reduction in Value

We will not pay for any reduction in market value of the property insured following repair or replacement paid for under this policy.

(f) Deception

We will not pay for any loss or damage suffered by **you** as a result of being deceived into knowingly parting with property unless it is only entry to your **home**.

(g) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

(h) Existing and Deliberate Damage

We will not pay for;

- any loss or damage occurring before cover starts or arising from an event before cover starts
- loss or damage caused deliberately by **you**

Claims Conditions applicable to the whole of this insurance

Your duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **us** as soon as reasonably possible giving full details of what has happened.
2. **you** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. **you** must not proceed with repairs (other than emergency repairs necessary to limit damage) without our approval.
4. **you** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
5. **you** must inform the Garda as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or loss of property.
6. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in your name.
- take any action we consider necessary to enforce **Your** rights or **Our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-H).

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

How to make a claim

If you wish to make a claim we can be contacted by writing to The Claims Department, Prestige Underwriting Services (Ireland) Limited, The Lanyon Building, 10 North Derby Street, Belfast, Co. Antrim BT15 3HL, or telephone 1890 882525. Our dedicated staff will be pleased to assist you.

Section one

Buildings

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, smoke, lightning, explosion or earthquake	smoke damage from any gradually operating cause
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one (b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences (c) for loss or damage caused by frost (d) for loss or damage caused by rising ground water levels
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	(a) for loss or damage by subsidence, heave or landslip caused by escape of water other than as covered under number 9 of section one (b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools (c) for loss or damage while the home is not furnished enough for normal habitation or is left unoccupied (d) for loss or damage due to corrosion or wear and tear (e) for loss or damage to walls, floors, ceiling or tiles caused by water leaking from shower units and baths through seals and grouting.
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) for loss or damage due to wear and tear or any gradually operating cause (b) for loss or damage caused by faulty workmanship (c) for loss or damage while the home is not furnished enough to be normally lived in or is left unoccupied
6. theft or attempted theft	(a) for loss or damage while the home is not furnished enough to be normally lived in or is left unoccupied (b) for loss or damage while the home is lent, let or sublet unless there is actual physical evidence of forcible and violent entry. (c) for loss or damage caused by you or your domestic staff

Section one

Buildings *(continued)*

What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
7. collision by any vehicle or animal	for loss or damage caused by any insect, bird, vermin or domestic pet
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied (b) for loss or damage by any person who is lawfully within the home
9. subsidence or heave of the site upon which the buildings stand or landlip	(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event (b) for loss or damage to solid floors unless the external load bearing walls of the private dwelling are damaged at the same time by the same event (c) for loss or damage arising from faulty design, specification, workmanship or materials (d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law (e) for loss or damage caused by river or coastal erosion (f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions (g) for loss or damage by the action of chemicals on, or the reaction of chemicals with any materials which form part of the buildings (h) any claim for which compensation has been provided or would have been provided but for the existence of this policy, under any contract, legislation or guarantee (i) for any loss or damage caused by bedding down of new structures or settlement .
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
11. falling trees, telegraph poles or lamp-posts	(a) for loss or damage caused by trees being cut down or cut back within the premises (b) for loss or damage to gates and fences

Section one

Buildings *(continued)*

What is not covered

What is covered

We will not pay

This section of the insurance also covers

- A) the cost of repairing accidental damage to
- Fixed glass and double glazing (including the cost of replacing frames)
 - solar panels
 - **sanitary ware**
 - ceramic hobs
- all forming part of the **buildings**

for loss or damage while the **home** is insufficiently furnished for normal habitation or is left unoccupied

- B) the cost of repairing accidental damage to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables
- which **you** are legally responsible for

for loss or damage due to wear and tear or any gradually operating cause

- C) • loss of rent due to **you** which **you** are unable to recover
- additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for
- while the **buildings** cannot be lived in following loss or damage that is covered under section one

any amount over 10% of the sum insured for the **buildings** damaged or destroyed

- D) Costs you have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation.

More than €500 any one claim

- E) expenses **you** have to pay and which **we** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
 - the cost of removing debris and making safe the building
 - costs you have to pay in order to comply with any Government or local authority requirements
- following loss or damage to the buildings which are covered under section one

- (a) any expenses for preparing a claim or an estimate of loss or damage
- (b) any costs if Government or local authority requirements have been served on **you** before the loss or damage

- F) increased metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one

more than €1270 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than €1270 in total

Section one

Buildings *(continued)*

What is covered	What is not covered
This section of the insurance also covers	We will not pay
G) anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
H) fire brigade charges you have to pay as a result of fire damage to the buildings which gives rise to an admitted claim under 1 of section one.	more than €3175 during the period of Insurance. If you claim for such loss under sections one and two we will not pay more than €3175 in total.
I) any loss or damage caused by the emergency services gaining access to the premises in the course of their duty to safeguard life or property	

Accidental damage to the buildings

The following applies only if the **schedule** shows that Accidental Damage to the **buildings** is included.

What is covered	What is not covered
This extension covers the following accidental damage to the buildings	We will not pay
	<ul style="list-style-type: none"> (a) for loss or damage or any proportion of damage which we specifically exclude elsewhere under section one (b) for the buildings moving, settling, shrinking, collapsing or cracking (c) for loss or damage while the home is being altered, repaired, cleaned, maintained or extended (d) for loss or damage to outbuildings and garages which are not of standard construction (e) for loss or damage while the home is lent, let or sublet (f) for the cost of general maintenance (g) for loss or damage caused by moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause (h) for loss or damage arising from misuse, latent defect, faulty design, specification, workmanship or materials (i) for loss or damage from mechanical or electrical faults or breakdown (j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light (k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks (l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination (m) for damage caused by chewing, scratching, tearing or fouling by pets (n) for loss or damage while the buildings are unoccupied or not furnished enough to be normally lived in.

Section one

Conditions that apply to section one (buildings) only

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage
 - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form
 - the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
 3. **We** will not pay:
 - the first €1270 of every claim for subsidence, heave or landslip
 - the first €500 of every claim under section 4 - escape of water from and frost damage to fixed water tanks, apparatus or pipes.
 - the first €250 of every other claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).
-

Your sum insured

4. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
 5. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
-

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

Section two

Contents

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, smoke, lightning, explosion or earthquake	smoke damage from any gradually operating cause
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	(a) for property in the open (b) for loss or damage caused by frost (c) for loss or damage caused by rising ground water levels
4. escape of water from fixed water tanks, apparatus or pipes	for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) for loss or damage due to wear and tear or any gradually operating cause (b) for loss or damage caused by faulty workmanship (c) for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied
6. theft or attempted theft	(a) for loss or damage while the home is lent, let or sublet unless there is actual physical evidence of forcible and violent entry (b) any amount more than €3000 in respect of contents within detached domestic outbuildings and garages (c) for loss or damage while the home is insufficiently furnished for normal habitation or is left unoccupied
7. collision by any vehicle or animal	for loss or damage caused by any insect, bird, vermin or domestic pet
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss while the home is insufficiently furnished for normal habitation or is left unoccupied
9. subsidence or heave of the site upon which the buildings stand or landslide	(a) for loss or damage following damage to solid floors unless the external load bearing walls of the private dwelling are damaged at the same time by the same event (b) for loss or damage arising from faulty design, specification, workmanship or materials (c) for loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law (d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions (e) for loss or damage by coastal or river erosion (f) for loss or damage by the action of chemicals on, or the reaction of chemicals with any materials which form part of the buildings (g) any claim for which compensation has been provided or would have been provided but for the existence of this policy, under any contract, legislation or guarantee (h) for any loss or damage caused by bedding down of new structures or settlement .

Section two

Contents *(continued)*

What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises
<p>A) accidental damage to</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio and video equipment • radios • home computers, video cassette recorders all situated within the home 	<p>(a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</p> <p>(b) for loss or damage to tapes, records, cassettes, discs or computer software</p> <p>(c) for mechanical or electrical faults or breakdown</p> <p>(d) more than €1270 for any one item of equipment</p> <p>(e) for loss or damage by insects, parasites, vermin or domestic pets</p>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	for the cost of repairing, removing or replacing frames
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>(a) for contents outside the Republic of Ireland</p> <p>(b) for money, credit cards or pedal cycles</p> <p>(c) any amount over 20% of the sum insured under section two for contents in a furniture store</p> <p>(d) any amount over €10,000</p> <p>(e) any amount over €3,000 for loss or damage to contents from a room in a school boarding house, college or university halls of residence accommodation</p>
<p>D) up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage that is covered under section two</p>	any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
<p>E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage that is covered under section two</p>	any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed

Section two

Contents *(continued)*

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>F) you legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<p>(a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p> <p>(b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>(c) for loss or damage arising from subsidence, heave or landslip</p> <p>(d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>(e) for loss or damage while the buildings are insufficiently furnished for normal habitation or are unoccupied</p>
<p>G) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for as tenant only</p>	<p>(a) for loss or damage due to wear and tear or any gradually operating cause</p>
<p>H) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • €12,700 for each insured person over sixteen years of age, • €6350 for each insured person under sixteen years of age, <p>at the time of death</p>	
<p>I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</p>	any amount over €320 in total
<p>J) increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two.</p>	more than €1270 in any period of insurance . If you claim for such loss under sections one and two, we will not pay more than €1270 in total

Section two

Contents *(continued)*

What is covered	What is not covered
This section of the insurance also covers	We will not pay
K) birthday, Christmas, wedding or wedding anniversary presents bought by you but not yet given and wedding presents bought for you and kept temporarily in the home	(a) for loss or damage or any proportion of loss or damage which we specifically exclude elsewhere under section two (b) more than €1270 in total during the period of insurance
L) fire brigade charges you have to pay as a result of fire damage to the contents which gives rise to an admitted claim under 1 of section two	more than €3175 during the period of insurance. If you claim for such loss sections one and two we will not pay more than €3175 in total.

Accidental damage to contents

The following applies only if the **schedule** shows that accidental damage to **contents** is included.

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the contents within the home	(a) for damage or any proportion of damage which we specifically exclude elsewhere under section two (b) for damage to contents within garages and outbuildings (c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon (d) for damage caused by chewing, tearing, scratching or fouling by animals (e) for money, credit cards , documents or stamps (f) for damage to contact, corneal or micro corneal lenses (g) for damage while the home is lent, let or sub let (h) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause (i) for damage arising out of misuse, latent defect, faulty design, specification, workmanship or materials (j) for damage from mechanical or electrical faults or breakdown (k) for damage caused by dryness, dampness, extremes of temperature or exposure to light (l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination (m) for damage arising from demolition, structural alteration or structural repair of the Building (n) for loss or damage while the buildings are Unoccupied or not furnished enough to be normally lived in

Section two

Conditions that apply to section two (contents) only

Settling Claims

How we deal with your claim

- 1 If **you** claim for loss or damage to the **contents** we will at **our** option repair, replace or pay, based on the price we would replace with at our suppliers, for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the article is as close as possible to but not an improvement on the original article when it was new
 - **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes
- pedal cycles

where **we** will take off an amount for wear and tear and depreciation.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 3 **We** will not pay:
 - the first €500 of every claim under section 4 - escape of water from fixed water tanks, apparatus or pipes.
 - The first €250 of other every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

Your sum insured

4. **We** will not reduce the sum insured under section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
5. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

Section three

Accidents to domestic Staff

This section applies only if the **contents** are insured under section two.

What is covered

We will indemnify you

for amounts **you** become legally liable to pay including costs and expenses which **we** have agreed in writing, for **bodily injury** by an accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

What is not covered

We will not indemnify you

for **bodily injury** arising directly or indirectly

- from any motorised or horsedrawn vehicle other than:
 - domestic garden equipment used within the **premises**, and pedestrian controlled garden equipment used elsewhere
- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days during the **period of insurance**

Limit of insurance

We will not pay more than €3,174,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section four

Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

This section applies in the following way:

- if the **buildings** only insured, **your** legal liability as owner only but not as occupier is covered under (i) below.
- if the **contents** only are insured, **your** legal liability as owner or occupier is covered under (i) and (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under (i) and (ii) below.

What is covered

We will indemnify **you**

(i) as owner or occupier for any amounts you become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the premises during the **period of insurance**.

OR

(ii) as a private individual for any amounts you become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

What is not covered

We will not indemnify **you** for any liability

- (a) for **bodily injury** to
- **you**
 - any other permanent member of the **home**
 - any person who at the time of sustaining such injury is engaged in **your** service
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition.
- c) for damage to property owned by or in the charge or control of
- **you**
 - any other permanent member of the **home**
 - any person engaged in **your** service
- d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days during the **period of insurance**
- e) arising directly or indirectly out of any profession, occupation, business or employment
- f) which **you** have assumed under contract and which would not otherwise have attached

Section four

Legal Liability to the Public (continued)

	What is not covered
	<p>We will not indemnify you for any liability</p>
	<p>g) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none">i) any motorised or horsedrawn vehicle other than:<ul style="list-style-type: none">• domestic gardening equipment used within the premises and• pedestrian controlled gardening equipment used elsewhereii) any power-operated liftiii) any aircraft or watercraft other than manually operated rowing boats, punts or canoesiv) any animal other than cats, horses, or dogs which do not belong to a breed or cross or a strain of any breed designated as dangerous under the Control of Dogs Act 1986 or any subsequent amendments <p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none">• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and• reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>j) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:- more than **€2,539,000** in all
- in respect of any other liability covered under section four:- more than **€2,539,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section five

Valuables and personal possessions

What is covered

This insurance covers

valuables and **personal possessions** listed in the **schedule** (or specification (s) attached) against physical loss or damage anywhere in the world

What is not covered

We will not pay

- a) for damage caused by insect, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any gradually operating cause
- b) for damage from electrical or mechanical faults or breakdown
- c) any amount over €1000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage to guns caused by rusting or bursting of barrels
- f) for breakage of any sports equipment whilst in use
- g) for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids and dental appliances unless otherwise stated in the schedule or specification attached to the schedule
- h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
- i) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
- j) for theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle. The most we will pay is €1500 per incident
- k) any amount over €2540 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
- l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sailboards or surfboards

Section five

Conditions that apply to section five (valuables and personal possessions) only

How we deal with your claim

1. We will at our option repair, replace or pay, based on the price we would replace with at our suppliers, for any article lost or damaged.
 2. If any insured item consists of articles forming a pair or set
 - we will not pay for the cost of replacing any undamaged article forming part of such pair or set.
 - we will not pay more than a proportion of the insured value of such pair or set.
 3. We will not pay:
 - the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).
-

Your sum insured

4. If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim.
For example if your sum insured only represents one half of the total value of unspecified items we will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home** we will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section six

Domestic freezer cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	We will not pay a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action c) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

Limit of insurance

We will not pay more than €527 in total during the **period of insurance**

Section seven

Pedal cycle cover

The following cover applies only if the **schedule** shows that it is included.

What is covered

Section two of this insurance extends to cover the following

the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- accidental damage

anywhere in the **Republic of Ireland**

What is not covered

We will not pay

- a) for loss or damage to:
 - tyres,
 - lamps,
 - accessories,unless the cycle is stolen or damaged at the same time
- b) for damage due to wear and tear or any gradually operating cause
- c) for damage from mechanical or electrical faults or breakdown
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- f) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

Section eight

Money and credit card cover

The following cover applies only if the **schedule** shows that it is included.

What is covered

Section five of this insurance extends to cover the following

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**

anywhere in the world, provided that

- within 24 hours of **your** discovering any such loss or theft, **you** have notified the Garda/police and, in the case of **credit card(s)**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

What is not covered

We will not pay

- a) to make up any shortages due to error or omission
- b) for loss of value
- c) the first €250 of every claim. (Where a single incident results in a claim under more than one policy section, only one excess will apply).

Limit of insurance

We will not pay more than

- in respect of loss or money:-
more than €635 in total during the **period of insurance**
- in respect of credit cards:-
more than €1270 in total during the **period of insurance**

Section nine

Caravan Cover

The following cover applies only if the **schedule** shows that it is included.

What is covered

A: LOSS OR DAMAGE

Section Two (contents) of this insurance extends to cover:

- 1) the structure and fixtures and fittings of the caravan named in the schedule;
- 2) contents contained within the caravan named in the schedule and outside gas cylinders;
against physical loss or damage whilst anywhere in the United Kingdom or Republic of Ireland or whilst you are travelling in Europe, for up to a maximum of 60 days, during the period of insurance.

We will also pay reasonable costs, incurred with our consent, of removing the caravan to the nearest repairer and its redelivery to your home after repairs following loss or damage covered by this extension.

What is not covered

We will not pay for:

- 1 damage caused by moth, vermin, wear and tear or any gradually operating cause;
- 2 damage from mechanical and electrical faults or breakdown;
- 3 damage to tyres by road punctures, cuts or bursts;
- 4 depreciation or loss of use;
- 5 money and credit cards;
- 6 theft or disappearance from the caravan whilst it is left unattended without an authorised occupant;
- 7 valuables and cameras;
- 8 the first €250 of each loss or damage sustained;
- 9 loss or damage whilst loading or unloading from ships other than "drive on drive off" ships;
- 10 breakage of articles of a brittle nature unless caused by accidents to the caravan;
- 11 loss or damage whilst let for hire or reward or when used as your permanent home;
- 12 theft or disappearance of audio, and audio visual, equipment when the caravan is left unattended without an authorised occupant unless the doors and windows are closed and locked;
- 13 theft of a trailer caravan when left unattended without an authorised occupant from any site unless the wheels are fitted with a clamping device;
- 14 the first €300 of every claim arising out of loss or damage occurring when the caravan is left without an authorised occupant at any site.

HOW WE DEAL WITH YOUR CLAIM

If you claim for loss or damage to the caravan and/or its contents we will at our discretion repair, replace or pay for such item(s) which have been lost or damaged.

LIMIT OF INSURANCE

We will not pay more than the sum(s) insured for the caravan and its contents named in the schedule.

Section nine

B: Legal liability to the public

The following cover applies only if the **schedule** shows that it is included.

What is covered

Section 4 Part (ii) (legal liability to the public) extends to cover your legal liability, as defined in that section, arising out of the ownership and use of the caravan, named in the schedule, by you or any relative or friend of yours who is using the caravan with your permission.

What is not covered

We will not indemnify you for any liability;

1. whilst the caravan is attached to any vehicle for the purpose of being towed, or accidentally detached from the towing vehicle;
2. whilst the caravan is let for hire or reward;
3. whilst the caravan is outside the United Kingdom or Ireland.

LIMIT OF INSURANCE

We will not pay more than the limit stated in Section 4 of this insurance.

The cover provided by Part B of this extension is subject to all the exclusions of Section 4 [legal liability to the public] and to all the General Conditions, General Exclusions and Claims Conditions of this insurance.

Endorsements

Endorsements

The following clauses apply only if they are mentioned in the **schedule**.

1. Hotel and motel clause
This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
(This clause overrides exclusion 1 of section five).
2. Alarm clause
This insurance does not cover theft:
 - when **you** have left the **premises** without an authorised occupant, or
 - at night, unless:
 - a) at all such times the intruder alarm has been put into full and effective operation, and
 - b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with the installing company.
3. Safe clause
This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.
4. Keys clause
This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.
5. Climatic conditions clause
This insurance does not cover loss or damage caused by dryness, dampness, extremes of temperature or exposure to light.
6. Musical instruments clause
This insurance does not cover the breaking of strings, reeds or drumheads forming part of Musical instruments.
7. Theft limitation clause
This insurance does not cover theft or attempted theft from the **home** unless there is actual physical evidence of violent and forcible entry.
8. Non-standard construction clause
It is agreed that the private dwelling of the **home** is not of **standard construction**.
9. Subsidence, heave or landslip exclusion clause
Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 9 of sections one and two is not covered by this insurance.
10. Flood exclusion clause
Section one (**buildings**) and section two (**contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two.
11. Contractors exclusion clause
This insurance does not cover loss, damage or liability arising out of the activities of contractors.

Endorsements

12. Index-linking clause

The sums insured in section one (**buildings**) and section two (**contents**) will be indexed each month in line with the following:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Department of Environment.

Section two (**contents**): The Consumer Price Index (household durables list) issued by the Central Statistics Office.

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

13. Business-use extension clause

In return for the payment of an extra premium section four A(i) extends to include **your** legal liability, as defined in that section, for using the **home** for the business purposes which are detailed in the **schedule**. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

14. Stamp clause

We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

15. **Your** bank or building societies interest clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

16. Protections clause

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

17. Unattended vehicles clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

Notice

Notice to the **Insured**

Insurance Act 1936

All monies which become or may become payable by us under your policy will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of section 113 of the Finance Act 1990.

Stamp Duties Consolidation Act 1999

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

Irish Law

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to Irish Law.

Data Protection Act

It is understood by the **Insured** that any information provided to **us** regarding **you** will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the Garda;
- check and/or file your details with fraud prevention agencies and databases, and if you provide us with false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household;
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies;
 - check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply, on request, further details of the databases we access or contribute to.

Enquiries and Complaints

Any enquiry or complaint should be addressed in the first instance to **your broker**.

If **you** are not happy with the way a complaint has been dealt with **you** should contact The General Manager, Prestige Underwriting Services (Ireland) Limited, The Lanyon Building, 10 North Derby Street, Belfast, BT15 3HL
Tel: 08450 777 666

If we cannot resolve the difference between us, **you** may refer the matter to the Financial Services Ombudsman's Bureau at the following address:

32 Upper Merrion Street

Dublin 2

Lo call 1890 8820 90

Tel: 353 1 6620899

Fax: 353 1 6620890

Email address: enquires@financialservicesombudsmansbureau.ie

Website address: www.financialservicesombudsmansbureau.ie

In all communications the policy/certificate number appearing in line one of the **schedule** should be quoted.