



AIB



# AIB Home Insurance Smart Construct

# Important telephone numbers

## **Claims 1850 63 53 43**

(Outside ROI: 00 353 1 858 3302)

In the event of you needing to make a claim, call the above number which is open 24 hours.

## **AIB Home Insurance Helpline 1850 27 26 25**

(Outside ROI: 00 353 1 858 3504)

Our Customer Service Helpline is open 8am-8pm Monday to Friday and 10am-2pm on Saturday if you have any questions about your Policy.

## **AIB Home insurance online**

Visit us online: [www.aib.ie](http://www.aib.ie)

# Introduction to your AIB Smart Construct home insurance policy

Thank you for choosing AIB Smart Home Insurance. In this policy booklet you will find details on each type of cover available under your chosen policy. We have also included a schedule of cover which details the exact cover that you have chosen, the sums insured and their monetary limits and the special terms, conditions, and exclusions that apply to your policy.

This policy is underwritten by AXA Insurance dac. In the event of injury, loss, or damage happening during the period of insurance they will provide cover as described in the following pages for those sections you have chosen.

In return for having received and accepted your first premium and any further premiums we may require, AXA Insurance dac will provide cover as described in the following pages and detailed in your policy schedule.

In this policy booklet you will find:

- A list of definitions used in the policy booklet
- A description of the different types of cover (please refer to your policy schedule to check which cover you have chosen)
- Conditions and exclusions which apply to your policy
- A list of useful telephone numbers in case you need to make a claim or to check or increase your level of cover.

Please check to see what your policy covers you for – if you are unsure about anything, feel free to call 1850 27 26 25 – we're always glad to help.

We suggest that you keep both the schedule and policy booklet together in a safe and convenient place.

I would like to thank you for your continued business.



Mick Delaney  
Head of General Insurance  
AIB Insurance Services Limited.



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# Caring for our customers

AIB and AXA are committed to providing you with an exceptional level of service and customer care. We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you have expected.

To help you raise complaints, we outline our customer complaint procedure below. Our focus is always on solving your problems first, and doing this swiftly. We then take steps to make sure the problem does not happen again.

And while we are dealing with your issue, we promise to keep you informed of what is happening.

All you need to do is contact

1. AIB Home Insurance on 1850 27 26 25 quoting your policy number.
2. The AXA Claims Action Line at 1850 63 53 43 if your complaint is in connection with a claim.
3. If your complaint is one of the few that cannot be resolved at this stage, you can contact our Customer Care Department at AXA Insurance, Freepost, Dublin 1 (Telephone 1850 211850) or e-mail to [axacustomer@axa.ie](mailto:axacustomer@axa.ie)

Your complaint will be recorded and acknowledged within 5 business days of receipt.

Your complaint will be fully investigated.

## Financial Services Ombudsman Bureau

AXA is a member of the Financial Services Ombudsman Bureau. If we have given our final response and you are still dissatisfied you may be able to refer your complaint to the Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Local: 1890 88 20 90, Fax: 01 6620890,  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie),  
Web site: [www.financialombudsman.ie](http://www.financialombudsman.ie)

## Our promise to you

- Acknowledge complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use information from our customers to continuously improve our service

# Definitions in this policy

The following words have the same meaning wherever used in the policy or schedule.

**We, our, us –**  
AXA Insurance dac

**You, your –**  
the person named as the policyholder in the schedule and each member of the policyholder's family or household (but not boarders, lodgers or paying guests) who normally live in the policyholder's home.

**The schedule –**  
the schedule is part of your policy. It includes your details, the dates of insurance and the property insured.

**The period of insurance –**  
the period for which we have accepted your first or any further premium.

**Excess –**  
the first part of any claim which you have to pay.

**Endorsement –**  
an alteration to the terms of the policy.

**The buildings –**  
the home detailed in the schedule whilst in the course of erection and completion or renovation being the only building so situated and in which the insured has an interest. Unless otherwise agreed, the building must be built of brick stone or concrete and roofed solely with either slates, tiles, concrete, asphalt, metal or sheets or slabs composed entirely of incombustible mineral ingredients.

**Home –**  
the house, bungalow, apartment, flat or maisonette shown in the schedule.

**Unoccupied –**  
not lived in by you or any other person with your permission.

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

We may explain other words elsewhere in the policy or schedule.

# How to make a claim

## You need to:

1. Check that the cause of the loss or damage is covered. The schedule contains details of what you are covered for and the policy booklet shows what is covered under each section. Please see page 8 for how we settle claims.
2. Follow the conditions on pages 12-14 of this policy booklet.
3. Advise the company by calling 1850 63 53 43 immediately.
4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make your private residence weatherproof (if for example the roof has been damaged) can be started immediately, but please keep the receipts/invoices as the cost may well form part of your claim. However we should be given an opportunity to inspect the damage before permanent repairs are started.
5. If someone is holding you responsible for damage to their property or for bodily injury to them, it is critical that you:
  - a) Call us immediately on 1850 63 53 43 and provide full details in writing as soon as possible.
  - b) Send us any writ or summons or other legal documents served on you or any member of your family as soon as they arrive.

We will, where necessary, arrange for someone to call as soon as possible. This person will be one of our own claims staff or an independent chartered loss adjuster who we appoint to discuss your claim. With any other claims, we'll let you know what you need to tell us, but inform us immediately.



# No-claims discount

For no-claims discount purposes a period of insurance is one continuous year between the beginning of the policy and the following renewal date or between consecutive renewal dates.

If you have consecutive periods of insurance with us without an incident giving rise to a claim your premium at the following renewal will be reduced in line with our discount scale that applies at the renewal date. We will give you details if you need them.

If during a period of insurance incidents happen giving rise to claims under the policy the no-claims discount will be reduced to 0%.

In circumstances where we may agree to the transfer of interest on a policy it is important to note that any no claims discount earned will not be transferred.

We may change these scales at any renewal date

# How we settle claims

We will at our option pay either:

- a) The cost of rebuilding or replacement or
- b) The cost of repair or restoration.

In each case to a condition equivalent or substantially the same but not better or more extensive than its condition when new.

If the sum insured on buildings at the time of the insured loss or damage is less than the cost of rebuilding as new then you shall be considered as being your own insurer for the difference and we will pay only that proportion of the loss or damage which the sum insured bears to such cost.

If it is necessary to make a deduction for wear and tear then the cost of rebuilding as new less the allowance for wear and tear will be compared with your actual sum insured. You will only be paid that proportion of the loss or damage which your sum insured bears to the cost of rebuilding.

## Other insurance policies

If any loss or damage is covered by any other insurance we will not pay more than our rateable proportion.

# Insurance for your building

## What is covered

Please look at your policy schedule to see the cover you have chosen.

## Causes

1. **Fire** but excluding damage caused by
  - (a) explosion resulting from fire
  - (b) earthquake or subterranean fire
  - (c) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat

### Lightning

### Explosion

- (a) of boilers
- (b) of gas

Used for domestic purposes only but excluding damage caused by earthquake or subterranean fire

2. **Storm or flood excluding**

- (a) damage attributable solely to change in the water table level
- (b) damage by frost subsidence ground heave or landslip
- (c) damage in respect of movable property in the open, fences and gates

## What is not covered

These exclusions apply to the whole of your policy:

1. **Sonic bangs**

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

2. **Radioactive contamination**

We will not pay for:

- i. loss or damage to any property or any loss or expense resulting or arising there from or any consequential loss
- ii. any legal liability directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear components.

3. **War and terrorism exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto the company shall not be liable in respect of

## What is not covered (continued)

liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any government or public or local authority
- (2) any act of terrorism  
For the purpose of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion 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 the company alleges that by reason of this exclusion any liability loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

#### **4. Excess**

We will not pay the first €1,000 of any claim (unless otherwise stated in the policy or schedule).

#### **5. Date change exclusion**

We will not pay for any loss of or damage to any computer equipment, software or microchip-controlled electrical appliance you own or control, or for any data lost from any computer, software, database or similar equipment, caused by or arising from that equipment failing to treat any calendar date as the correct date.

## **6 Risks to computers**

This policy does not apply to liability, loss, damage, costs or expense directly or indirectly caused by or in connection with:

- a the loss or alteration of or damage to; or
- b a reduction in how a system works of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

# Conditions which apply to the whole policy

You must comply with the following conditions to have the full protection of your policy.

## 1. Changes in your circumstances

You must tell us immediately if there are any changes that may affect your insurance. Such changes include, but are not limited to, the following:

- You change your address where you normally live.
- Construction or renovation work has been completed and the property is unoccupied.
- Construction or renovation work on the unfinished property has stopped.
- Construction or renovation work on the property has not commenced.
- You have been declared bankrupt or been convicted of any offence or have a prosecution pending other than a driving offence.

We may reassess your cover and premium either immediately or at your next renewal date depending on the information you provide.

If you are unsure whether a change will affect your cover you should contact us.

## 2. Taking care of your property

You must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to protect your property from loss

or damage. You must keep all your property in good condition.

## 3. Fraud

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

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

The action we can take on top of our other rights are listed below.

- We will not pay a claim.
- We will not pay any other claim which has been or will be made under the policy.
- We may declare the policy void. (In other words, it will end without you receiving any benefit.)
- We will be entitled to recover from you the amount of any claim we have already paid under the policy.
- We will not return your premium.

- We may let the appropriate law enforcement authority know about the circumstances.

#### 4. Claims

- a Reporting a claim
  - 1 You or your personal representatives must, as soon as is reasonably possible, report any incident which may lead to a claim under the policy. You can phone us on 1850 63 53 43.
  - 2 If the loss or damage involves stealing or malicious damage, you must tell the Garda Síochána or relevant police authority immediately.
  - 3 You must take all reasonable steps to get back the missing property.
  - 4 You must immediately send us any writ, summons, letter, claim or other document.
  - 5 You must provide, within 60 days, any information and evidence we ask for, including written estimates and proof of ownership or value.
  - 6 You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.
- b Dealing with the claim
  - 1 You must not admit any claim made by someone else against

you or make any agreement with them.

- 2 We have the right to negotiate, settle or defend any claim in your name and on your behalf.
- 3 You must not abandon any property for us to deal with.
- 4 You must make yourself personally available to meet with us to help us deal with your claim.
- 5 You must not take any action that would prejudice our ability as insurers to verify the loss that you are claiming under the policy.

#### 5. Cancellation

- a If you cancel the policy
 

You may cancel the policy at any time by giving us written notice. We will refund a percentage of your premium to cover the period of the policy left to run, provided you have made no claim.
- b If we cancel the policy
 

We may cancel your policy by sending you ten days notice by registered letter to your last known address. We will refund a percentage of your premium depending on the period of the policy left to run provided you have made no claim.
- c Cooling-off period
 

You may also cancel the policy within the first 14 days after

## Conditions which apply to the whole policy (continued)

receiving the policy documents within the first year of insurance. We will refund your full premium providing no claims have been made on your policy.

### **6. Arbitration**

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services Ombudsman's Bureau (see page 4 for contact details).

If the Financial Services Ombudsman's Bureau will not deal with the disagreement, you will have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

### **7. Your obligation to keep to the terms and conditions of the policy**

This policy will only apply if:

- a you keep to the terms, conditions and endorsements and the statements and answers in the proposal form are true; and
- b as far as you know, the statements made and the information given to us, which form the basis of the contract, are complete and correct.

### **8. Payments**

Any money paid under this policy will be paid in euro in the Republic of Ireland.

### **9. Paying by instalments**

If you are paying, or have agreed to pay the premium for this policy by instalments, you must keep your payments up to date. If you miss any payments, we will withdraw your option to pay by instalments or we will cancel the policy (or both). If you have a claim during the current period of insurance, you must pay the full yearly premium. We will deduct any premium owed to us from any claim we pay.

### **10. Stamp duty**

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 113 of the Finance Act, 1990.

### **11. The value of your buildings**

You must at all times keep the sum insured at a level which represents the full value of the insured building. This means the estimated cost of rebuilding if the building was totally destroyed. This is not necessarily the market value of the building.

### **12. Premium adjustments**

If a change to your policy results in an additional premium of less than €15 then no charge will be made. If a change to your policy results in a refund of premium of less than €15 then no refund will be made.



# Endorsements

(amendments to standard policy wording)

The following endorsements only apply if they are shown in the policy schedule.

## **1615 – Restricting cover to fire only**

The liability of the company is restricted to damage arising from cause 1 only (Fire, lightning or explosion).

### **Important Regulatory Information**

AIB Home Insurance is exclusively underwritten by AXA Insurance dac.

AIB Insurance Services Limited is regulated by Central Bank of Ireland.

Allied Irish Banks, p.l.c. is regulated by the Central Bank of Ireland.

We may record or monitor phone calls for training, prevention of fraud, complaints and to improve customer satisfaction. AXA Insurance dac is regulated by the Central Bank of Ireland.





Call **1850 404 204**  
or Drop in to any branch.

[www.aib.ie](http://www.aib.ie)

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