



# AIB Home Insurance Smart Retreat

November 2021

# Important telephone numbers

## Claims 0818 27 26 25

(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.

## 24 hour emergency **home** assistance helpline 0818 61 99 33

If **you** need emergency **home** assistance, please phone this number day or night.

## AIB **Home** Insurance Helpline 0818 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 Retreat **home insurance policy**

Thank **you** for choosing AIB Smart Retreat **holiday home** insurance. In this **policy** document **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. Both **you** and **we** can choose the law within the European Union which will apply to the contract. **We** propose that Irish law will apply. 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 schedule**.

In this **policy** document **you** will find:

- A list of definitions used in the **policy** document
- A description of the different types of cover (please refer to **your 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 0818 27 26 25 – **we**'re always glad to help.

**We** suggest that **you** keep both the **schedule** and **policy** document 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.

# Need to find something quickly?

**Your schedule** will show the cover **you** have chosen.

<b>If the question is...</b>	<b>then look at page</b>
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**And if your question is one of these...**

I'm thinking of letting out my **holiday home**, am I covered?

I'm moving house, what do I do?

I want to change my cover, how do I do this?

Contact **us** on 0818 27 26 25 and **we** will be happy to help **you**.

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# Caring for you

AIB and AXA are committed to providing **you** with a dependable 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 0818 27 26 25 quoting **your policy** number.
2. The AXA Claims Action Line at 0818 27 26 25 if **your** complaint is in connection with a claim.
3. If **we** can't sort out **your** complaint **you** can contact **our** Customer Care Department on 0818 50 55 05 or:
  - email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
  - write to: AXA Insurance, Customer Care Department, Freepost, Dublin 1.

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

**Your** complaint will be fully investigated.

If **you're** unhappy with how **we've** dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions  
Ombudsman  
Lincoln House, Lincoln Place,  
Dublin D02 VH29.  
Tel: +353 1 567 7000.  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Web: [www.fspo.ie](http://www.fspo.ie)

## Our promise to you

- **We'll** reply to **your** complaint within five days
- **We'll** investigate **your** complaint
- **We'll** keep **you** informed of progress
- **We'll** do everything possible to sort out **your** complaint
- **We'll** use feedback from **you** to improve **our** service

# General definitions

Throughout the **policy** whenever the following words or phrases appear in **bold**, they will have the meaning as described below:

## **Buildings –**

The **holiday home** shown in the **schedule**, built of timber frame and/or brick, stone or concrete and roofed with slates, tiles or with concrete (unless noted differently on the **proposal form** or **statement of fact** and accepted by **us**), and the following if they form part of the property:

- a Domestic greenhouses, domestic garages, tennis hard courts, swimming pools, fixed hot tubs or jacuzzis, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking, solar panels, domestic oil and gas tanks, and septic tanks, all within the boundaries of the land belonging to the **holiday home**.
- b Landlord's fixtures and fittings inside the **holiday home**, including fitted wooden or laminated flooring, fitted kitchen, bathroom or bedroom units.

## **Contents –**

The following are covered as long as they belong to **you** or **you** are legally responsible for them and they are used for private purposes;

- Household goods (this includes tenant's fixtures, fittings and decorations inside the **holiday home**), and
- **personal belongings**.

## **Endorsement –**

An alteration to the terms of the **policy**. They may be included in this **policy** document or on **your schedule** or **we** may issue them separately.

## **Excess –**

The amount of a claim not covered by this insurance and for which **you** are responsible.

## **Holiday home –**

The house, apartment, flat or maisonette shown in the **schedule** including its **outbuildings** and garages all used for domestic purposes.

*This definition does not apply to Section D – AIB Emergency **holiday home** assistance.*

## **Outbuildings –**

Sheds, green houses, domestic garages, summer houses and other **buildings** (but not caravans, mobile homes or motor homes) which do not form part of the main **building** of the **holiday home** and are used for domestic purposes.

## **Period of insurance -**

The period from the start date to the end date of **your policy** as shown on **your schedule**.

## General definitions

### **Personal belongings –**

This means clothes (not furs) and personal items worn, used or carried including sports equipment and pedal cycles. It does not include valuables or money.

### **Policy –**

The contract of insurance between **you** and **us** based on the answers **you** have given to questions **we** have asked and/ or **your statement of fact/proposal form** and consisting of the **schedule**, this **policy** document and any **endorsements** included.

### **Powered Personal Transporters (PPT's) –**

This means items such as but not limited to electric scooters, (eScooters), Segways, electric skateboards, hoverboards, powered mini-scooters, electric unicycles and electric bicycles (not pedal assisted).

### **Schedule –**

The document which sets out **your** details, the dates of cover, the risk address, the sums insured, the sections of the **policy** that apply and any **excesses** or **endorsements**. The **schedule** forms part of this **policy**.

### **Statement of fact / Proposal form –**

A written record of the information provided by **you**, or someone acting on **your** behalf, in **your** application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

### **We, our, us, –**

AXA Insurance dac

*This definition does not apply to Section D – AIB Emergency **holiday home** Assistance*

### **You, your, the insured–**

The policyholder named in the **schedule**, including parties jointly described 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**.

*This definition does not apply to Section D – AIB Emergency **holiday home** assistance.*



# 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** document shows what is covered under each section. Please see page 8 for how **we** settle claims.
2. Follow the conditions on pages 16-20 of this **policy** document.
3. Advise **us** by calling 0818 27 26 25 immediately.
4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make **your holiday home** 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 0818 27 26 25 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.

# Claims

## How we settle claims

**You** must tell **us** if the **buildings** and **contents** sums insured are not high enough. If not, **you** may find that **you** do not have enough cover and **we** will not pay the full value of **your** claim.

**We** will decide how to settle **your** claim. **We** will normally arrange for one of **our** suppliers to repair, reinstate or replace the lost or damaged property. In some instances, **we** may decide to pay a cash amount for the loss or damage. **We** will not pay more than **our** suppliers would have charged. **We** will deduct the appropriate **excess** from all claims payments **we** make.

## Claims Retention

**We** will not hold any retentions for claims less than €20,000.

Where **we** agree to pay **your** claim and the settlement amount is greater than €20,000 but less than €40,000, **we** reserve the right to withhold up to 5% of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and if required by **us** a final inspection report. Where **we** agree to pay **your** claim and the settlement amount is €40,000 or more, **we** reserve the right to withhold up to 10% of the final payment until the repair, replacement or re-instatement works are completed and validated

through the submission of a final invoice and if required by **us** a final inspection report.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement, **we** will contact **you** to remind **you** of the unclaimed retention and **our** requirements to release this payment. If **we** do not hear back from **you** within 10 working days, **we** will issue a final reminder to **you**. Where **we** do not receive a response to **our** final reminder within 10 working days, **we** will close the claim file.

## Under Insurance

**You** must at all times keep **your** sums insured at a level that reflects the value of **your buildings, outbuildings** and **contents**. The **buildings** sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.

It is a condition of this **policy** that **you** need to insure the **buildings, outbuildings** and **contents** for their full value. Claims settlements may be reduced, and **you** may be responsible for part of the loss, if the sums insured at the time of any loss or damage, are less than the full value. If the sums insured are within 15% of the full value, this condition will not apply.

## Matching sets and suites

**We** treat one item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for the other undamaged pieces.

If a floor covering is damaged beyond repair, **we** will pay to have it replaced. However, **we** will not pay for undamaged floor coverings in adjoining rooms or areas.

## Will **we** take off an amount for wear and tear?

### Buildings

If **we** carry out a repair or reinstatement, **we** will not take off an amount for wear and tear as long as the sum insured represents the full reinstatement value of the **building** and **you** have kept the **building** in good condition. The full reinstatement value is not necessarily the value **you** would get if **you** sold the property (market value).

### Contents

**We** will take off an amount for:

- clothes, furs, household linen;
- audio visual equipment; or
- carpets over five years old.

**We** will not take off an amount for wear and tear for all **your** other **contents** as long as the sum insured represents their full value as new at the time of loss and **you** have kept them in good condition.

## Other insurance policies

If any injury, loss or damage is covered by any other insurance, **we** will not pay more than **our** share.

# No-claims discount

For the purpose of working out the no-claims discount, a **period of insurance** is one continuous year between the beginning of the **policy** and the renewal date shown in **your schedule** and each subsequent renewal thereafter.

If **you** do not claim during the current **period of insurance**, **we** will discount **your** renewal premium. The discount will be in accordance with the no-claims discount scale applicable at the time of renewal. **We** will give **you** details if **you** need them.

If during a **period of insurance**, an incident occurs giving rise to claims under the **policy**, **we** will reduce the no-claims discount to 0%.

If **we** agree to transfer the interest of the **policy** to someone else, **we** will not transfer any no-claims discount earned.

Before **you** make a small claim, remember **you** could lose **your** no-claims discount. Please call **us** if **you** have any questions.

# Inflation protection

## Buildings

To help protect **you** against inflation, **we** will adjust the sum insured under the **buildings** section, in line with an appropriate index\* **we** have chosen, and each year when **you** renew the **policy**, **we** will increase the sum insured in line with that index.

\*Society of Chartered Surveyors, CSO, Dept of Environment.

## Contents

To help protect **you** against inflation, **we** will amend the sum insured under the **contents** section, in line with an appropriate index\* **we** have chosen, and each year when **you** renew the **policy**, **we** will increase the sum insured in line with that index.

\*Consumer Price Index.

The following applies to **buildings**, **contents** and **personal belongings**.

- If an index falls, **we** will keep the sums insured and monetary limits at the same level.
- When **you** next renew **your policy** **we** will adjust **your** sums insured as a result.
- Inflation protection will not apply to the monetary limits.
- During the period of repair, after **we** carry out a repair or replacement for loss or damage to the **building**, **we** will continue to protect the sum insured against inflation as long as:

- a **you** take reasonable steps to make sure that the repair or replacement is carried out immediately; and
- b the sum insured at the time of the loss or damage represents the full value.

Although **you** have the benefits of inflation protection, **you** should not rely on this alone to keep the **building** sum insured at the correct level. The replacement cost of **your building** or **contents** may be growing faster than inflation – perhaps because of a new extension or new items **you** have bought.

*It is a **policy** condition to insure for the correct amount – see page 16, point 3 - Under Insurance.*

# Are **you** covered?

Are **you** adequately covered for all the possible risks **you** face? Check **your schedule** for cover in these areas:

- Adequate **buildings** sum insured
- Adequate **contents** sum insured

If **you** are in any doubt, or wish to arrange further cover, call the AIB Smart **Home** Insurance helpline on **0818 27 26 25**.

# General exclusions

These exclusions apply to the whole **policy**

## 1 Sonic bangs

**We** will not pay for loss or damage caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

## 2 Radioactive contamination

**We** will not pay for any loss, damage or legal liability arising, directly or indirectly, from:

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 3 War and terrorism exclusion

Despite any other condition in this insurance or any **endorsement** that may apply, **we** will not be liable for loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following.

- a War, and acts of terrorism;
- b Riot, revolution or any similar event as a consequence of war or terrorism.

**We** define an act of terrorism as an act which may include using

or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

This exclusion also does not cover liability, loss, damage, costs or expense resulting from any action taken to control or prevent a or b above.

If **we** say that **we** will not cover a claim for these reasons, **you** must prove otherwise if **you** want **us** to pay a claim.

If any part of this exclusion is not valid or cannot be enforced, the other parts will still be effective.

## 4 Excess

**You** will be responsible for the **excess** amounts shown on **your schedule**.

The following excesses may apply:

- Standard **excess**
- An **excess** on claims for water escaping from or frost damage to any fixed water, drainage or heating installation, plumbing or fixed domestic appliance
- An **excess** on claims for subsidence, ground heave, or landslip

## General exclusions

Refer to **your schedule** to see what **excess** applies.

### 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 Electronic risks

**We** will not cover **you** for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:

1. **damage** to or the destruction of any **computer systems**; or
2. any alteration, modification, distortion, erasure or corruption of **electronic data**

In each case, whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or **hacking** or **phishing** or **denial of service attack**.

Additional Definitions are;

#### **Computer systems**

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

#### **Damage**

Accidental loss, destruction or **damage**.

#### **Electronic Data**

**Electronic data** shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

#### **Denial of service attack**

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. **Denial of service attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, generation of excess



or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

#### **Hacking**

Unauthorised access to any **computer systems**, whether **your** property or not.

#### **Phishing**

Any access or attempted access to data made by means of misrepresentation or deception.

### **7 Wear and Tear**

**We** will not cover wear and tear, rust, or anything which happens gradually. This **policy** does not cover the cost of general maintenance to **your holiday home**.

### **8 Sulphides**

**We** will not cover any loss or damage caused by the presence of any sulphides including but not limited to muscovite mica, pyrite and/or its derivatives.

### **9 Deliberate or existing damage**

**We** will not cover loss or damage caused deliberately by **you**, any member of **your** household, **your** domestic employees, paying guests, tenants or lodgers.

**We** will not cover loss or damage which happened or resulted from,

an event which occurred before this cover started.

### **10 Reduction in market value**

**We** will not cover any reduction in market value of any property following a loss.

### **11 Confiscation**

**We** will not cover any government, public or local authority legally taking, keeping or destroying **your** property.

### **12 Illegal substances**

**We** will not cover loss, damage or liability arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind.

# General conditions

This **policy** is only valid if:

- the information **you** provided in the answers **you** have given to questions **we** have asked and/or, as recorded on **your statement of fact / proposal form** and declaration, is correct and complete, and
- **you**, or anyone claiming protection, have complied with the **policy** conditions.

If **you** do not comply, **we** may cancel the **policy** or refuse to deal with **your** claim or reduce the amount of a claim.

**We** may revise the terms, conditions or benefits set out in this **policy** document but if **we** do, **we** will give **you** written notice.

## 1 Changes to your policy

This **policy** is based on the factual information **you** provided. These facts are represented by the answers **you** have given to questions **we** have asked and/or the **proposal form you** completed and/or the **statement of facts we** last issued. If any of these facts have changed **you** must let **us** know immediately otherwise cover may not operate. If **you** are not sure whether or not certain facts are important, please ask **us**. **We** have the right to accept or decline changes to **your policy** and **we** may charge an additional premium including an administration charge.

If a change to **your policy**, including the administration charge, results in:

- A return premium of less than €15, **we** will not refund it.
- An additional premium of less than €15, **we** will not charge it.

## 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. If **you** do not do this, **your** right to claim under **your policy** may be affected.

## 3 Under Insurance

**You** must at all times keep **your** sums insured at a level that reflects the value of **your buildings, outbuildings** and **contents**. The **buildings** sum insured must also include the costs of removing debris after a loss, professional fees and any additional costs necessary to meet current building regulations.

It is a condition of this **policy** that **you** need to insure the **buildings, outbuildings** and **contents** for their full value. Claims settlements may be reduced, and **you** may be responsible for part of the loss, if the sums insured at the time of any loss or damage, are less than the full value. If the sums insured are within 15% of the full value, this condition will not apply.

#### 4 Misrepresentation and Deception Definitions

- Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.  
All of the information which **you** gave **us** and all of the answers **you** have provided to the questions which **we** asked **you** leading to the inception of this contract of insurance have effect as representations made by **you** to **us**.
- Deception is where false information is used to make an unfair or unlawful gain.

**You** must not act in a fraudulent way.

##### **Negligent Misrepresentation**

If **you** have made a negligent misrepresentation and a claim arises, **we** may:

- a. Avoid the contract and return **your** premium if **we** would not have entered into the contract under any terms
- b. If **we** would have entered the contract but on different terms, treat the contract as if those different terms apply
- c. If **we** would have entered the contract but at a higher premium **we** may reduce proportionately

the amount to be paid on any claim.

If **you** have made a negligent misrepresentation and no claim has arisen **we** may terminate the contract on reasonable notice to **you**.

##### **Fraudulent Misrepresentation**

If a claim is made and if any answer given by **you** to **us** involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind **we** may avoid this contract of insurance.

##### **Fraudulent Claims**

If **you** or anyone acting for **you**:

- makes a claim under the **policy**, knowing the claim is false or misleading; or
- makes a claim for any loss or damage deliberately caused by **you**;
- in connection with a claim makes a statement to **us** or anyone acting on **our** behalf, knowing the statement is not true;
- in connection with a claim sends **us** or anyone acting on **our** behalf a document, knowing the document is false;

## General conditions

**We** may take one or more of these actions as well as **our** other rights:

- **We** will not pay the claim.
- **We** may avoid the **policy** with effect from the date of the fraudulent claim or fraudulent act
- **We** will not return **your** premium.

If **you** commit a fraudulent act on any other **policy**, then **we** may:

- cancel the **policy**
- consider letting the appropriate law enforcement authorities know about the circumstances.

### 5 Claims

a Reporting a claim

- 1 **You** or **your** personal representatives must immediately report any incident which may lead to a claim under the **policy**. **You** can phone **us** on 0818 27 26 25.
- 2 If the loss or damage involves theft 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.

It's up to **you** to prove any loss, so **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

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 to **us** 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**.

## 6 Cancelling the policy

To cancel the **policy**, just advise **us** by phone or in writing. **We** will refund premium on the following basis:

- If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the **policy** has been incepted, **we** will refund the full premium.
- Otherwise, **we** will issue a refund based on the unused days left to run on the **policy**, provided no claims have been made on **your policy**. **We** will not refund an amount less than €15. **We** will not refund **your** premium if **you** are paying it under an instalment scheme (unless **you** made an overpayment).

**We** may cancel this **policy** by sending **you** ten days' notice in writing to **your** last known address.

## 7 Dispute resolution

Any disagreement that **we** have with **you** and that **we** cannot settle between **us** may be referred to the Financial Services and Pensions Ombudsman (see page 4 for contact details). If the Financial Services and Pensions Ombudsman will not deal with the disagreement, **we** may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding.

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.

## 8 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 **statement of fact/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.

## 9 Payments

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

## 10 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).

## 11 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.

## 12 Mains services and heating

**You** must turn off the mains water whenever **your holiday home** is unoccupied and **you** must appoint a responsible person to check the property regularly. If the **building** is unoccupied between the months of October to March, **you** must make sure;

- the gas and/or electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
- the water systems are turned off at the mains and water and heating systems drained.

**You** will not have to drain the water and heating system if;

- **your holiday home** has a gas or oil fired central heating system set to operate continuously for 24 hours of each day (not controlled by a timing device).
- there is an adequate fuel supply to ensure **you** can comply with this requirement.
- the thermostat fitted to the central heating system is set to a minimum temperature of 55 degrees Fahrenheit (13 degrees Centigrade)
- the loft hatch, where fitted is left open.

# Understanding **your** policy

**We** have designed **our policy** to help **you** to understand the cover provided. **You** will find these headings on many of the pages.

## What is covered

**These sections are printed in black on a white background and give detailed information on the insurance provided.**

## What is not covered

These sections are printed on a pale grey background and draw **your** attention to what is not covered by **your policy**.

# Section A: Insurance for **your buildings**

Please look at **your schedule** to see if **you** have chosen this section.

## What is the most **we** will pay?

**We** will not pay more than the **buildings** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, **we** will pay any additional amounts due under extensions to the following;

- 16. Loss of rent and the cost of other accommodation,
- 17. Replacing locks,
- 18. Fire brigade charges,
- 19. Television, radio, aerials and masts and satellite dishes;
- 20. Finding a leak; and
- 21. Emergency entries

What is covered	What is not covered
<p><b>Your policy</b> covers loss or damage to the <b>building</b> by the following causes.</p> <ol style="list-style-type: none"><li>1. Fire, lightning, explosion or earthquake</li><li>2. Smoke</li><li>3. Storm or flood</li></ol>	<p><b>We</b> will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p> <p><b>We</b> will not cover loss or damage:</p> <ol style="list-style-type: none"><li>a by frost;</li><li>b by subsidence, ground heave and landslip;</li><li>c to gates, hedges and fences;</li><li>d to open fronted or open sided <b>outbuildings</b>; or</li><li>e to felt roofs over 5 years old unless <b>you</b> can prove that the roof has been inspected by a professional builder every 3 years.</li></ol>



### What is covered

4. Riot, strikes, labour and political disturbances
5. Malicious damage
6. Water escaping from, or frost damage to, a fixed water, drainage or heating installation, plumbing or fixed domestic appliance
7. Subsidence or ground heave of the site on which the **buildings** stand, or landslip.

### What is not covered

**We** will not cover loss or damage as a result of war or terrorism.

**We** will not cover loss or damage caused by people legally in the **holiday home**.

**We** will not cover loss or damage:

- a caused by escape of water from a drain, water main or pipes which leads to subsidence, ground heave or landslip;
- b caused by water leaking from shower units and baths through seals and grouting;
- c to the part or appliance from which the water leaks; or
- d to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber.

**We** will not cover loss or damage:

- a arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;
- b to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause;
- c to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges,

What is covered	What is not covered
<p>8. Theft or attempted theft</p>	<p>tennis courts or walls unless the <b>holiday home</b> is damaged at the same time and by the same cause;</p> <ul style="list-style-type: none"><li>d caused by structural alterations, demolition, repairs or extensions to the <b>holiday home</b>;</li><li>e caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;</li><li>f caused by made-up ground or land-filled sites settling or moving;</li><li>g caused by the coast or riverbank or lakeside wearing away;</li><li>h to the <b>holiday home</b> which happened before cover was granted under this <b>policy</b>; and</li><li>i caused by subsidence or ground heave of the site on which the <b>buildings</b> stand, or landslip if <b>you</b> hire any experts or contractors other than those carrying out emergency work without <b>our</b> permission. <b>We</b> will have to agree to <b>you</b> hiring these experts or contractors, and <b>we</b> have the right to choose experts from <b>our</b> own panel.</li></ul> <p><b>We</b> will not cover loss or damage while the <b>building</b> is let or sublet or shared unless force and violence are used to gain entry or exit from the <b>holiday home</b>.</p>

## What is covered

9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting **your buildings**
10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing
11. Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation

Regardless of the tank age, **you** should check **your** oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.

12. Falling trees or branches

## What is not covered

**We** will not cover loss or damage caused by animals owned by **you** or in **your** care, custody or control.

**We** will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

**We** will not cover loss or damage:

- a caused by pollution or oil spillage if **you** hire any experts or contractors, other than those carrying out emergency work, without **our** permission. **We** will have to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel; or
- b to the part or appliance from which the oil leaked.

**We** will not cover:

- a loss or damage caused by felling, lopping or topping trees;
- b loss or damage to gates, hedges, walls and fences unless the **holiday home** is damaged at the same time; or
- c the cost of removing the fallen tree if it has not damaged the **holiday home**.

## Extensions to your building cover

The **buildings** section of **your policy** also includes the following cover.

### What is covered

13. Removing debris and **building** fees  
If there has been loss or damage which is covered under section A - Insurance for **your buildings**, **we** will pay for:
- a the reasonable cost of removing debris;
  - b the reasonable extra cost of reinstating the **building** that **you** have to pay to keep to legal regulations or local-authority bye-laws.
- We** will decide whether or not **you** require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the **building**. **We** will select the expert and **we** will discharge their reasonable fees.
- The most **we** will pay for any one claim is 10% of the **building** sum insured.
14. Damage to underground services  
**We** will cover accidental damage to:
- a cables and underground pipes which extend from the **buildings** to the public mains; and
  - b septic tanks and drain inspection covers.

### What is not covered

- We** will not:
- a cover any cost for keeping to requirements or regulations resulting from a notice served on **you** or anyone leasing or renting the property;
    - before the destruction or damage happened; or
    - for the undamaged parts of the **buildings**.
  - b pay for any expert engaged by **you**.

## What is covered

15. Breakage of fixed glass and sanitaryware

**We** will cover accidental breakage of:

- a fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas;
- b ceramic hobs or tops of cookers; and
- c fixed sanitaryware and bathroom fittings.

The **excess** will not be deducted for claims made under this extension to cover.

16. Loss of rent and the cost of other accommodation

Where we are satisfied that you cannot live in **your holiday home** because of loss or damage by causes 1 to 12 (as noted on pages 22 to 25), **we** will pay the amount of rent (if **you** have tenants) **you** should have received but lost while the **holiday home** was unfit to live in. The most **we** will pay for any one claim is 20% of the **building** sum insured.

17. Replacing locks

**We** will pay the cost of replacing locks (including keys) to any outside door of the **holiday home** or any domestic safe or intruder alarm

## What is not covered

**We** will not cover loss or damage to ceramic hobs or tops in moveable cookers.

**We** will not cover the cost of replacing keys and locks to a garage or **outbuilding**.

### What is covered

protecting the **holiday home** if the keys have been stolen from the **holiday home**.

**We** will not pay more than €750 for any one claim under the **policy**. The **excess** will not be deducted for claims made under this extension to cover.

18. Fire brigade charges

**We** will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting **your** property in circumstances which have given rise to a valid claim under the **policy**.

**We** will not pay more than €3,000 for any one claim under the **policy**.

19. Television, radio aerials and masts and satellite dishes

**We** will cover loss or damage to television and radio aerials and masts and satellite dishes outside.

**We** will not pay more than €2,500 for any one claim under the **policy**. The **excess** will not be deducted for claims made under this extension to cover.

20. Finding a leak

**We** will pay up to €750 for necessary and reasonable costs

### What is not covered

**We** will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

The costs of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.

## What is covered

that **you** incur in finding the source of any water leak causing damage which is covered under cause 6 of this section. This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

### 21. Emergency Entries

**We** will pay for loss or damage to the **buildings** caused when the fire brigade, the Garda Síochána or the ambulance service have to make a forced entry because of an emergency to **you**.

**We** will not pay more than €1,200 for any one claim under the **policy**.

### 22. Accidental loss or damage to **your buildings**

## What is not covered

**We** will not cover accidental loss or damage:

- a specifically excluded under Section A – Insurance for **your buildings**;
- b by frost;
- c by vermin, insects, fungus, wet or dry rot;
- d by chewing, scratching, tearing or fouling by domestic animals;
- e by mechanical or electrical breakdown;
- f specifically covered somewhere else in this **policy**;
- g arising from altering or extending the **building** or the cost of maintenance or routine decoration;

Section A: Insurance for **your buildings**

What is covered	What is not covered
	<ul style="list-style-type: none"><li data-bbox="580 448 972 619">h caused by the process of cleaning, repair, alteration, washing, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on; or</li><li data-bbox="580 627 949 707">i arising from faulty workmanship, faulty design or using faulty materials.</li></ul>



# Section B: Insurance for your contents in the holiday home

Please look at **your schedule** to see if **you** have chosen this section.

## What is the most **we** will pay?

**We** will not pay more than the **contents** sum insured shown in **your schedule** or any higher amount **we** might allow for inflation.

However, **we** will pay any additional amounts due under the following extension:

- 13. **Contents** temporarily removed from the **holiday home**,
- 15. Audio visual equipment,
- 16. Replacing locks,
- 17. Fire brigade charges; and
- 18. **Contents** in the open.

A limit of 10% of the **contents** sum insured applies to **contents** kept in any **outbuilding** or garage belonging to the **holiday home**, unless otherwise agreed.

What is covered	What is not covered
<p>All of the following are covered as long as they belong to <b>you</b> or <b>you</b> are legally responsible for them and they are used for private purposes;</p> <ul style="list-style-type: none"><li>• Household goods, and</li><li>• <b>Personal belongings</b></li></ul>	<p><b>We</b> will not cover:</p> <ul style="list-style-type: none"><li>a. <ul style="list-style-type: none"><li>• mechanically-propelled vehicles (other than lawnmowers and cultivators used just on <b>your</b> property, mobility scooters and electric wheelchairs),</li><li>• watercraft,</li><li>• aircraft (including all forms of drones),</li><li>• caravans,</li><li>• trailers</li></ul>and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players;</li><li>b. animals;</li></ul>

Section B: Insurance for **your contents** in the **holiday home**

What is covered	What is not covered
<p><b>Your policy</b> covers loss or damage to the <b>contents</b> in the <b>holiday home</b> by the following causes.</p> <ol style="list-style-type: none"><li>1. Fire, lightning, explosion or earthquake</li></ol>	<ul style="list-style-type: none"><li>c landlord's fixtures, fittings and decorations inside the <b>holiday home</b>;</li><li>d <b>contents</b> more specifically insured by any other insurance;</li><li>e deeds, bonds, securities and documents;</li><li>f valuables such as jewellery, items of gold, silver or other precious metals, watches, furs, cameras, (including video cameras and camcorders) binoculars, pictures and other works of art, collections of stamps coins and medals;</li><li>g. money - this includes coins and bank notes in current use, cheques, postal orders and money orders, Premium Bonds, savings stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps; and</li><li>h. property used for business purposes.</li></ul>

## What is covered

2. Smoke
  
3. Storm or flood
  
4. Riot, strikes, labour and political disturbances
  
5. Malicious damage
  
6. Water escaping from a fixed water, drainage or heating installation, plumbing or fixed domestic appliance

## What is not covered

**We** will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.

**We** will not cover loss or damage:

- a by frost;
- b to property in the open;
- c to trees, shrubs and plants growing in the open; or
- d to open fronted or open sided **outbuildings**.

**We** will not cover loss or damage as a result of war or terrorism.

**We** will not cover loss or damage caused by people legally in the **holiday home**.

**We** will not cover loss or damage:

- a caused by water escaping from a drain, water main or pipes which leads to subsidence, ground heave or landslip;
- b to the part or appliance from which the water leaks;
- c caused by water leaking from shower units and baths through seals and grouting; or
- d to properties built prior to 1920 unless replumbed in the last 35 years by a certified plumber.

What is covered	What is not covered
<p>7. Subsidence or ground heave of the site on which the <b>buildings</b> stand, or landslip</p> <p>8. Theft or attempted theft</p>	<p><b>We</b> will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;</li><li>b to or resulting from solid floors or floor slabs moving unless the foundations of the outside walls are damaged at the same time and by the same cause;</li><li>c caused by structural alterations, demolition, repairs or extensions to the <b>holiday home</b>;</li><li>d caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;</li><li>e caused by made-up ground or land-filled sites settling or moving;</li><li>f caused by the coast or riverbank or lakeside wearing away; or</li><li>g which began before cover was granted under this <b>policy</b>.</li></ul> <p>1. <b>We</b> will not cover:</p> <ul style="list-style-type: none"><li>a loss where the property is bought from <b>you</b> by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable, for any reason;</li><li>b theft from the open;</li><li>c theft from mechanically propelled vehicles.</li></ul> <p>2. <b>We</b> will not pay for the following unless violence and force have</p>

## What is covered

9. Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the **holiday home**
10. Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing
11. Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation  
  
Regardless of the tank age, **you** should check **your** oil tank at least twice a year for signs of cracking and/or failure. In the event that defects are discovered, the tank should be immediately replaced to avoid oil escaping.
12. Falling trees or branches

## What is not covered

been used to gain entry or exit from the **holiday home**:

- a loss of or damage to **contents** in any part of the **holiday home** which is used for any trade, business or profession;
- b loss of or damage to **contents** in the **holiday home** if any part is let or sublet or lived in by anyone but **you**;
- c pedal cycles.

**We** will not cover loss or damage caused by animals owned by **you** or in **your** care, custody or control.

**We** will not cover loss or damage caused by aerials or masts over 15 metres in height from ground level.

**We** will not cover loss or damage:

- a caused by pollution or oil spillage if **you** hire any experts or contractors, other than those carrying out emergency work, without **our** permission. **We** will have to agree to **you** hiring these experts or contractors, and **we** have the right to choose experts from **our** own panel; or
- b to the part or appliance from which the oil leaked.

**We** will not cover loss or damage caused by felling, lopping or topping trees.

## Extensions to **your contents** cover

The **contents** section of **your policy** also includes the following cover.

### What is covered

13. **Contents** temporarily removed from the **holiday home**

**We** will cover loss or damage by causes 1 to 12 (as noted on pages 32 to 35) to **contents** temporarily removed from the **holiday home** while anywhere in the Republic of Ireland, the United Kingdom, the Isle of Man or the Channel Islands. The most **we** will pay for any one claim is 20% of the **contents** sum insured.

14. Accidental breakage of mirrors and glass

**We** will cover accidental breakage of:

- a mirrors;
- b fixed glass in, and glass tops of, furniture; and
- c ceramic hobs and ceramic tops of cookers.

The **excess** will not be deducted for claims made under this extension to cover.

15. Audio visual equipment

**We** will cover accidental damage to TV, video, audio and computer equipment, whilst in the **holiday home**.

The most **we** will pay for any one item €2,000.

### What is not covered

**We** will not cover loss or damage:

- a by storm or flood to **contents** not in a **building**;
- b by frost;
- c by theft not involving force and violence used to get into or out of a **building**; or
- d while the **contents** are removed for sale or exhibition or to storage.

**We** will not cover loss or damage to mirrors, glass, ceramic hobs and ceramic tops not in the **holiday home**.

**We** will not cover loss or damage:

- a to equipment designed to be portable while it is being transported, carried or moved;
- b by mechanical or electrical breakdown;
- c to media on which audio and/or visual content is stored; including but not limited to CD's, DVD's,

## What is covered

### 16. Replacing locks

**We** will pay the cost of replacing locks (including keys) to any outside door of the **holiday home** or any domestic safe or intruder alarm protecting the **holiday home** if keys have been stolen from the **holiday home**.

**We** will not pay more than €750 for any one claim under the **policy**. The **excess** will not be deducted for claims made under this extension to cover.

### 17. Fire brigade charges

**We** will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting **your** property in circumstances which have given rise to a valid claim under the **policy**.

**We** will not pay more than €3,000 for any one claim under the **policy**.

## What is not covered

console games, portable hard-drives, etc.;

- d caused by or in the process of cleaning or dismantling equipment; or
- e damage to equipment not in the **holiday home**.

**We** will not cover the cost of replacing keys and locks to a garage or **outbuildings**.

### What is covered

18. **Contents** in the open

**We** will cover loss or damage by causes 1 to 12 (as noted on pages 32 to 35) to **contents** in the open but within the boundaries of the **holiday home**.

The most **we** will pay for any one claim is €1,000.

The **excess** will not be deducted for claims made under this extension to cover.

19. Accidental loss or damage to **your contents** in the **holiday home**

### What is not covered

**We** will not cover loss or damage to:

- a valuables and money;
- b any plant, shrub or tree; or
- c pedal cycles.

**We** will not cover accidental loss or damage:

- a specifically excluded under Section B – Insurance for **your contents** in the **holiday home**;
- b covered somewhere else in this **policy**;
- c caused by weather (other than storm or flood), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion, action of light, manufacturing faults, vermin or insects;
- d arising from loss in value or consequential loss;
- e by chewing, scratching, tearing or fouling by domestic animals;
- f by mechanical or electrical breakdown;
- g arising from faulty workmanship, faulty design or using faulty materials;
- h caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation,



## What is covered

## What is not covered

restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on;

i caused by settlement or shrinkage;

j caused by any paying tenant or guest;

k to contact lenses, hearing aids and dentures;

l to food, drink or plants; or

m to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material).

# Section C: Liability

## Subsection 1 - **your** legal responsibility to the public

If **you** have chosen to insure **your Buildings** (Section A) only, **you** will be covered as property owner.

If **you** have chosen to insure **your Contents** (Section B) only, **you** will be covered for occupiers liability.

If **you** have chosen to insure both **your Buildings** (Section A) and **your Contents** (Section B), **you** will be covered as the property owner and **you** will be covered for occupiers liability.

Under subsection 1, **we** will not pay more than €3,000,000 for any one claim against **you** or a series of claims arising from one event.

### What is covered

**We** will cover all amounts that **you** are legally responsible to pay as damages for:

- a death, bodily injury or illness to any person;
- b loss or damage to property, which happens in or about the **building** during the **period of insurance**.

**We** will also pay legal costs and expenses anyone can recover and all costs and expenses **we** agree to in writing.

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

- a **We** will not cover liability for:
  - bodily injury to **you**;
  - bodily injury any person suffers under a contract of service or apprenticeship with **you** and arising out of and in the course of that person's employment by **you**; or
  - loss of or damage to property belonging to **you** or in **your** custody and control.
- b **We** will not cover liability arising from:
  - any wilful, malicious, deliberate or reckless act **you** commit;
  - **you** carrying out any trade, business, profession or employment;

## What is covered

## What is not covered

- **you** living in, using or controlling any land or **building**, other than the **building** referred to in section A or any temporary home;
- **you** owning any land or **building**, other than, if section A applies, the **building** referred to in section A;
- **you** owning or using animals other than horses, cats or dogs and other animals normally domesticated in the Republic of Ireland;
- **you** owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts;
- **you** owning or using (other than domestic gardening equipment or being a passenger thereon) mechanically-propelled vehicles (including mobility scooters), **PPT's**, aircraft (including all forms of drones) or watercraft, (not model aircraft or model watercraft or non-power-driven craft on inland waterways);
- any lift **you** own or for which **you** are responsible for maintenance;

What is covered	What is not covered
	<ul style="list-style-type: none"><li>• <b>you</b> owning a hot tub or jacuzzi unless it is maintained in line with the manufacturer's recommendations;</li><li>• <b>you</b> owning, or using, any firearm or sporting gun; or</li><li>• the transmission of any contagious disease or virus</li></ul> <p>c <b>We</b> will not cover liability <b>you</b> have under an agreement, unless <b>you</b> would have been liable if the agreement did not exist.</p> <p>d Any liability for which <b>you</b> must have insurance cover under the terms of the Road Traffic Acts.</p>

## Subsection 2 - Liability to domestic employees

This subsection applies only if **you** have cover under section B - **contents**. **We** will not pay more than €3,000,000 under subsection 2 for all damages, costs, fees and expenses for any one claim against **you** or series of claims arising from one event.

### What is covered

**We** will cover all amounts **you** are legally responsible to pay as damages for bodily injury (including death or illness) to any person under a contract of service with **you** just for private domestic duties. This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by **you** and happen anywhere in the world.

**We** will also pay legal costs and expenses anyone can recover and all costs and expenses **we** agree in writing.

For an injury or disease an employee suffers while temporarily employed outside the Republic of Ireland, the action for damages must be brought in a court of law in the Republic of Ireland.

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

### What is not covered

- a **We** will not cover liability arising from any deliberate or malicious act.
- b **We** will not cover liability **you** have under an agreement unless **you** would have been liable if the agreement did not exist.
- c **We** will not cover liability arising from **you** owning or using animals other than horses, cats or dogs and other animals normally domesticated in the Republic of Ireland.
- d **We** will not cover liability arising from **you** owning, using, controlling, supervising or keeping dogs in breach of the Control of Dogs Acts 1986, to include any amendments thereto, and all Regulations made pursuant to those Acts.
- e **We** will not cover liability arising from the transmission of any contagious disease or virus.
- f **We** will not cover liability arising directly or indirectly in connection with demolishing or altering the **building** or any operation related to those activities.
- g Any liability for which **you** must have insurance cover under the terms of the Road Traffic Acts.

# Section D: AIB Emergency holiday home assistance

## Holiday home emergency

This section of the **policy** provides assistance in the event of certain **holiday home emergencies**, which impact the safety and security of **your holiday home**, potentially rendering it uninhabitable.

It is not designed to replace **your buildings** and **contents** insurance and will not provide assistance for normal day to day **holiday home** maintenance.

This section of the **policy** provides assistance in the event of the **emergencies** outlined in the table below.

Please call **us** as soon as **you** are aware of the **emergency**.

## Status disclosure

**Emergency holiday home** assistance is administered by AXA Assistance (Ireland) Limited, Kilmartin, N6 Retail Park, Athlone, Co Westmeath.

AXA Assistance (Ireland) Limited provides the **emergency** assistance services and benefits described in this **policy** during the **period of insurance**. AXA Assistance (Ireland) Limited operates the 24-hour **home emergency** assistance helpline.

AXA Assistance (Ireland) Limited is regulated by the Central Bank of Ireland.

## Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

**We** will provide assistance for a maximum of 4 claims in the **policy** year. If **we** make any changes to **your policy** cover it will be confirmed to **you** separately in writing.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **you** must follow for the **policy** to cover **your** claim.

## Meaning of words

Wherever the following words and phrases appear in **bold** in this section they will always have the following meanings.

*The definitions outlined below only apply to Section D – AIB **Emergency holiday home** assistance.*

### 1. Authorised contractor

A tradesperson authorised by **us** to assess **your** claim, and carry out repairs in **your holiday home** under this **policy** and under **our** delegated authority.

### 2. Emergency

A sudden and unforeseen incident in **your holiday home** which immediately;

- Exposes **you** or a third party to a risk to health or;
- Creates a risk of loss or damage to **your holiday home** and/or any of **your** belongings or;
- Makes **your holiday home** uninhabitable.

### 3. Emergency repairs

Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

### 4. Holiday home

The house, bungalow, apartment or flat, its integral (built-in) garages all used for **domestic purposes** as shown in the **schedule**. It does not include detached garages, sheds, greenhouses, **outbuildings** and other **buildings**.

### 5. Insured / You / Your

**You**, the policyholder, and /or any member of **your** immediate family or household (but not boarders, lodgers or paying guests) normally living at **your holiday home**.

### 6. Reimbursement basis

Subject to **our** prior agreement and on receipt of the engineer / installer/ supplier/ **authorised contractor's** fully itemised invoice, **we** will pay **you** up to €250 (€500 for roofing) including VAT as a contribution to a repair which **you** will arrange yourself.

This will be in full and final settlement of **your** claim.

### 7. Temporary repair

Repairs and/or work immediately required to stop further damage being caused by the **emergency**. **You** will need to replace this with a permanent repair.

### 8. Trace and access

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your holiday home**.

### 9. We / Us / Our

AXA Assistance (Ireland) Limited

### 10. What is covered

**Emergency** to essential services in **your holiday home** listed in the section below headed "**What is covered**".

## How to make a claim

Please call **us** as soon as **you** are aware of the **emergency**.

Are **you** having one of the following **emergencies**?

- Plumbing and Drainage
- Failure of internal electrics
- Security (i.e. glazing & locks)
- Pests
- Gas supply pipe
- Boiler & Heating
- Roofing

If so, to obtain assistance, contact the 24 hour Emergency Helpline on:

**0818 61 99 33**

Please have as much information as possible to hand including **your policy** number, to enable **us** to assist **you** as quickly as possible.

## What will happen next:

If **you** suffer an **emergency** at **your holiday home**, **you** should tell **us** on the emergency telephone number. **We** will then:

- Advise **you** how to protect yourself and **your holiday home** immediately;
- Validate **your policy** and arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment or in some circumstances **we** may agree to settle **your claim** on a **reimbursement basis**;
- **We**, along with **our authorised**

**contractors** under **our** delegated authority, will then manage **your claim** from that point onwards and keep **you** updated throughout **your claim journey**;

- **We** will organise and pay up to €250 (€500 for roofing) per claim including VAT, call out, labour, parts and materials to carry out an **emergency repair**;
- In the event of **your holiday home** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to €100 including VAT in total towards the cost of **your** (including **your pets**) accommodation including transport, on a **reimbursement basis**;
- **We** would always recommend that **you** arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, as this may only provide a temporary solution to the problem.



## Claims under this section can only be made by

**You, your** immediate family, lodger or anyone calling on **your** behalf.

If the **emergency repair** costs more than €250 (€500 for roofing) including VAT

**We** will: require **you** to contribute the difference or subject to **our** prior agreement and on receipt of **your** engineer's fully itemised and paid invoice, **we** would pay **you** up to €250 (€500 for roofing) including VAT as a contribution to a repair which **you** will arrange yourself, taking account of costs already reasonably incurred by **our authorised contractor**, for the initial visit.

This will be in full and final settlement of **your** claim.

When **we** make a repair **we** will leave **your holiday home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under Section A - Insurance for **your buildings**.

In some circumstances **we** may find it difficult to deploy an **authorised contractor** to attend **your holiday home** or deal with **your emergency** within a reasonable timescale.

Examples of such circumstances are:

- Excessive demand
- Bad weather

- Industrial action
- Parts availability
- Availability of a specialist.

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to €250 (€500 for roofing) including VAT.

Please provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement.

## Other insurance

If **you** make a claim for any liability, loss or damage that is also covered by any other insurance **policy**, **we** will only pay **our** share of the claim.

## Getting our claims costs back

If **we** think someone else is at fault for a claim that **we** pay, **we** may follow up that claim in the name of anyone claiming cover under this **policy** to get back the payments that **we** make.

Anyone making a claim under this **policy** must give **us** any help and information that **we** need.

## Parts availability

Availability of parts is an important factor in providing **emergency repairs**. If **our** engineer does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts from **our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

**We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**, i.e. reconditioned parts. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control.

In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

There may also be occasions where parts are no longer available. In these situations **we** will ensure **your holiday home** is safe and if required, **we** will arrange for **you** to receive a quotation for a suitable replacement item at **your** cost.

### What is covered

**We** will only pay for the **emergency repair**.

**We** will not pay for any damage caused by the **emergency**.

The **emergencies** listed below are covered under this **policy**:

### What is not covered

There are conditions and exclusions, listed below, which limit the type and value of **emergency repairs you** can claim for.

Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an **emergency** has occurred that it is not covered under the **policy**.

The following incidents are NOT covered under this **policy**:

## PLUMBING

### What is covered

An **emergency** relating to:

The internal hot and cold water pipes between the main internal stopcock and the internal taps;

The cold water storage tank;

Flushing mechanism of a toilet;

A leak from:

- **Your** toilet;
- Visible pipes leading to and from the shower or bath;
- Internal section of the overflow pipe;
- Central heating water pipes.

### What is not covered

Septic tanks, swimming pools, domestic oil and gas tanks, hot tubs and Jacuzzis;

Breakdown, leak or damage to domestic appliances such as cookers, dishwashers, washing machines and showers;

Repair to, or replacement of, all pipe work outside the **holiday home**;

Dealing with temporarily frozen pipes;

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your holiday home**. Otherwise known as **trace and access**;

What is covered	What is not covered
	<p>Cost of <b>trace and access</b> to locate the source of the <b>emergency</b>;</p> <p>Replacing external overflows, cylinders, hot and cold water tanks, cold water pumps, radiators, immersion tanks, and sanitary ware including sinks and basins;</p> <p>Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;</p> <p>Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.</p>

## DRAINAGE

What is covered	What is not covered
<p>An <b>emergency</b> relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.</p> <p>The below is a list of <b>emergencies</b> that <b>you</b> would be covered for:</p> <ul style="list-style-type: none"><li>• Blocked sinks, blocked or leaking waste pipes along with rainwater drains;</li><li>• Blocked bath, toilets or external drainage;</li><li>• <b>You</b> will still be covered if <b>you</b> do have another working toilet or bathing facility.</li></ul>	<p>Repairs to drains that are the responsibility of the local water authority if outside the boundaries of <b>your holiday home</b>;</p> <p>Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;</p> <p>Regularly cleaning <b>your</b> drains and any descaling of <b>your</b> drains;</p>

## What is covered

## What is not covered

Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;

Repairing or unblocking drains which are used for commercial purposes;

Making access to drain systems points of entry (such as manhole covers) if these have been built over;

Drain clearance due to installation faults or misuse of drains, i.e. flushing baby wipes down the drain, grease or cooking oil;

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your holiday home**. Otherwise known as **trace and access**;

Cost of **trace and access** to locate the source of the **emergency**.

## FAILURE OF INTERNAL ELECTRICS

### What is covered

Full failure of **your** electrics within the **holiday home**.

Breakdown of an electric shower.

### What is not covered

Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;

Replacement of electric showers;

Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **holiday home**;

Breakdown or loss of or damage to domestic appliances, and other mechanical equipment;

Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or supply to swimming pools and their plumbing or filtration systems.

## SECURITY

### What is covered

#### Windows

Broken and cracked windows which result in the **holiday home** not being secure.

**We** will undertake an **emergency repair** using boarding or similar material to resolve the immediate security risk.

#### Keys and locks

Gaining access to, or securing **your holiday home** through an external door where **you** have no alternative due to:

- lost or damaged keys;
- stolen keys;
- failure of the external locking mechanism to the door;
- broken handles

Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **you** are unable to secure **your holiday home**;

Replacement of a single set of keys (if this is the only alternative to resolve the **emergency**).

### What is not covered

#### Windows, Keys and locks

Fences, **outbuildings** and detached garages: damage to windows, doors or locks;

The cost of replacing broken or damaged doors.

## PESTS

### What is covered

Removal of rats, mice, wasps, hornets and squirrels where evidence of infestation in **your holiday home** has been found;

Pests (wasp nest only) outside the private dwelling, e.g. in garages and other **outbuildings**.

### What is not covered

Pests other than wasps, found outside **your holiday home**, such as in detached garages and **outbuildings**;

More than two call outs to **your holiday home** for each pest incident that occurs.

## INTERNAL GAS PIPE

### What is covered

A leak from the internal gas supply pipe in **your holiday home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service.

**If you think you have a gas leak, you should immediately call Bord Gáis Emergency Service on 1800 20 50 50.**

### What is not covered

Restoration of gas supply is not included. Please contact **your** Utility Company who will be able to arrange this for **you**;

Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;

Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your holiday home**. Otherwise known as **trace and access**.



## BOILER AND HEATING SYSTEM

### What is covered

The complete breakdown of a single domestic gas and oil boiler, hot water, heating system and associated components.

**We** will also cover **you** for:

- A loss of water pressure within a boiler due to a fault;
- A water leak from the boiler/heating system.

Included:

Domestic gas boiler within **your holiday home**, the output of which does not exceed 60kWh. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.

### What is not covered

Commercial boilers or heating systems with an output of over 60kWh;

Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion;

Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;

LPG gas, solid fuel fired, warm air and solar heating;

Un-vented heating system;

Any repair or replacement of heat pumps, air source heat pumps, warm air systems, water heaters, electric or piped underfloor heating systems;

Gas or oil tank replacement;

Thermostatic valves;

Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;

Any costs for the repair of **your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;

Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **your** boiler or main heating system.

## BOILER AND HEATING SYSTEM – BEYOND ECONOMICAL REPAIR

### What is covered

If **we** are unable to repair **your** boiler/ hot water system and **you** choose to not replace it, cover under this section will no longer apply.

### What is not covered

Any fault arising due to sludge/scale/ rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **you** reside in a hard water area (as per the Local Water Authority);

Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;

Repair to, or replacement of, gas appliances such as cookers;

Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;

Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within preceding 12 months. **You** will be asked to produce the evidence at the time of the claim;

Boilers over 15 years of age;

Boilers that are beyond economic repair are not covered;

Repair or replacement of the flue due to wear and tear;

What is covered	What is not covered
	<p>Any adaptations made to the property which do not comply with the regulations applicable at the time;</p> <p>Boilers/central heating that function with a reset button or manual intervention.</p>

## TEMPORARY HEATING

What is covered	What is not covered
<p>If <b>you</b> have no heating and a part needs to be ordered following the engineer's first visit, or if <b>we</b> are unable to repair the boiler/heating system, <b>you</b> have the option to purchase heaters up to a value of €60 including VAT on a <b>reimbursement basis</b>. These heaters are <b>yours</b> to keep.</p>	

## ROOFING

What is covered	What is not covered
<p>Sudden and unforeseen roofing problems where there is a leak or where tiles have been blown off due to a storm or bad weather.</p>	<p>Damage to external guttering and fascia and soffit;</p> <p>Damage to roofs constructed with a flexible weather roofing membrane e.g torch on felt, flat roofs, trocal, etc.;</p> <p>Any roofing claim where the damage is not caused by a storm or bad weather.</p>

## General Exclusions

**We** will not cover the following:

- 1) Loss or damage arising from **emergencies** which were known to **you** before the start date of this **policy**;
- 2) Any loss where **you** did not contact **us** to arrange repairs;
- 3) No more than 4 call outs in any one **period of insurance**;
- 4) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- 5) Any **emergency** in a **holiday home** that has not been lived in by **you** or any person with **your** permission for more than 40 consecutive days;
- 6) Any defect, damage or failure caused by:
  - i) modification or attempted repair to all or any part of **your holiday home** by **you** or **your** own contractor which results in damage to that or another part of **your holiday home**;
  - ii) failure to comply with recognised industry standards;
  - iii) **your** or **your** contractor 's malicious or wilful action, misuse or negligence
- 7) Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- 8) Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to **your holiday home** or the use of defective products;
- 9) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- 10) This insurance does not cover normal day to day maintenance at **your holiday home** that **you** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**;

- 11) If **you** have been advised of remedial work, which **you** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **your** local water authority, utility company or boiler manufacturer;
- 12) No costs for repairs, parts or services are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims helpline, and **we** have approved a contractor in advance;
- 13) Cost of **trace and access** to locate the source of the **emergency**;
- 14) Any boiler inspections or any other **emergency repairs** where asbestos may be disturbed;
- 15) The removal of asbestos;
- 16) Damage resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your holiday home**. Otherwise known as **trace and access**;
- 17) When **we** make a repair **we** will leave **your holiday home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
- 18) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised contractors** being able to attend to the **emergency** or carry out work in **your holiday home**;
- 19) **We** reserve the right to decline to renew **your AIB Emergency holiday home** assistance cover
- 20) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Investor Compensation Scheme (ICS)

AXA Assistance Ireland are members of the Investor Compensation Scheme, the scheme is administered by The Investor Compensation Company Ltd (ICCL). The Act provides that compensation shall be paid to eligible customers if **we** are unable to make payment of money **we** owe to them in relation to the provision of **our** services.

For more information see [www.investorcompensation.ie](http://www.investorcompensation.ie) in the unlikely event **you** need to make a claim.

## Data Protection

**We** appreciate the importance of the protection, confidentiality and security of **your** information.

If **you** want to know what information is held about **you** by AXA Assistance, please write to **us** at:

Data Protection Officer, AXA Assistance,  
N6 Kilmartin Retail Park, Athlone, Co  
Westmeath.

Any information which is found to be incorrect will be corrected promptly.

Information about **you** is only held for so long as it is appropriate.

**We** may monitor and record phone calls to help maintain our quality standards and for security purposes.

To see **our** full Data Privacy notice by visiting **our** website

<https://www.axa-assistance.co.uk>

and clicking on **our** privacy policy.

# Endorsements

(An **endorsement** is an alteration to the terms of the **policy**.)

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

## 1609 Buildings of farm property

The insurance under section A - **Buildings** of this **policy** applies only to those **buildings** described and used just for domestic and private purposes.

## 1610 Contents of farm property

The insurance under section B - **Contents** of this **policy** applies only to those **contents** described and used just for domestic and private purposes.

## 1615 Restriction of cover to fire and smoke damage on buildings and contents

**Our** liability under section A – **Buildings** or section B – **Contents** is restricted to: Cause 1: Fire, lightning, explosion and earthquake. Cause 2: Smoke

## 1622 Mortgagee clause

The interest of the company who provided any mortgage (lender) in this insurance will not be affected by any act or neglect of the borrower or anyone living, using or controlling any **building we** insure if the danger of loss or damage is increased without the lender's authority or knowledge as long as they immediately let **us** know about the increased risk in writing as soon as they become aware of it. They must pay any extra premium **we** may need.

## 1623 Exclusion of subsidence cover

1. Section A - (**Buildings**) **We** will not cover loss or damage by Cause 7 -Subsidence or ground heave of the site on which the **buildings** stand, or landslip.
2. Section B - (**Contents**) **We** will not cover loss or damage by Cause 7 -Subsidence or ground heave of the site on which the **buildings** stand, or landslip.
3. Section A - (**Buildings**) **We** will not cover loss or damage by Cause 6 - Water escaping from a drain, water main or pipes which leads to subsidence or ground heave of the site on which the **buildings** stand, or landslip.
4. Section B - (**Contents**) **We** will not cover loss or damage by Cause 6 - Water escaping from a drain, water main or pipes which leads which leads to subsidence or ground heave of the site on which the **buildings** stand, or landslip.

## 1639 Excluding storm or flood cover

Cover under Cause 3 (Storm and Flood) of Section A (**Buildings**) and Section B (**Contents**) is excluded.

## 1646 Holiday home rented out

The cover provided in Section B - **Contents** - applies only to household furniture, furnishings, fittings and utensils which **you** own. Section B - **Contents** - does not cover theft unless force and violence are used to get into or out of the **holiday home** and its domestic **outbuilding**. Section C - Liability - will cover claims made on **you** for causing bodily injury to any person or accidental damage to property caused by faults in the furniture, furnishings, fittings and utensils. The terms, conditions and limits of the **policy** will apply.

### 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.



# Notes

A large rectangular area with rounded corners, filled with horizontal purple stripes, intended for taking notes.

Call **0818 27 26 25**  
or Drop in to any branch.

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

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