

# policy document/ home insurance







## **Useful phone numbers**



### Claims

If you want to make a claim or need emergency repairs, please phone this number day or night. 1890 24 7 365

# Welcome to your AXA home insurance policy

We are one of the largest insurance groups in the world. Here in Ireland, we have met the needs of homeowners for over 280 years.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact your Broker.

## Here to help

Please look out for the 'Here to help' mark. It will help you find your way around our policy document and let you know about important information.



# Need to find something quickly?

Your policy schedule will show the cover you have chosen.

If the question is	then look at page	
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## And if your question is one of these...

I'm moving house, what do I do?

I'm thinking of letting a room, am I covered?

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

Contact your broker and they will help you.

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## **Caring for you**

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your Broker (if any) or your local AXA branch.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 21 18 50 or:

- email: axacustomercare@axa.ie; or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer the matter to:

• the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Locall: 1890 88 20 90. Fax: 01 6620890.

Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

#### Our promise to you

- We will reply to your complaint within 5 working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

## Your policy wording

This document and any endorsements that are included in it sets out your and our rights and responsibilities.

The insurer your contract is with is AXA Insurance dac which is established in Ireland. Both you and we can choose the law within the European Union which will apply to the contract. We propose that Irish Law apply.

The cover you have bought has many benefits to give you peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read your policy carefully and keep it in a safe place.

Your policy includes:

- the policy wording in this booklet;
- the schedule; and
- any endorsement that applies.

As long as you have paid or agreed to pay the premium and any further premium we may need, we will cover injury, loss or damage which happens during the period of insurance and provide insurance as described in the following pages for these sections you have chosen.

On behalf of AXA Insurance dac

Phil Brodley

Phil Bradley

AXA Insurance dac

Registered number: 136155

Registered Office: Wolfe Tone House, Wolfe Tone Street, Dublin 1

You've paid good money, so please take the time to understand what you've bought.



Here to help

## **Definitions in this policy**

Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.



Here to help

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 private home shown in the schedule and the following if they form part of the property:

- a Domestic greenhouses, tennis hard courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking and septic tanks, all within the boundaries of the land belonging to the private home.
- b Landlord's fixtures and fittings and decorations inside the home.

**Contents** – You can find the definition of contents within the contents section of this policy booklet. This includes the definition of household goods, personal effects, valuables, money and business equipment.

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

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

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

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

**Standard construction** – Built entirely of brick, stone or concrete and roofed entirely with slates, tiles or with concrete.

We explain other words elsewhere in the policy or schedule.

## **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 in a red colour on a pale-red background and draw your attention to what is not covered by your policy.



### 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

Where we agree to pay your claim and the settlement amount is in excess of €2,000 we reserve the right to withhold up to a maximum of 25% of the final payment until the re-instatement works are completed and validated through the submission of a final invoice and(where necessary) a final inspection of the works is completed by AXA.

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement we undertake to write to remind you of the unclaimed retention and AXA's 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, AXA will close the claim file.

#### 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. However, we will pay for replacing undamaged parts of a bathroom suite if we cannot find replacements to the damaged parts.

#### 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;
- TV sets, DVD players, camcorders, videos, record players, compact disc
  players, ipods, video recorders, home computers, lap top computers, game
  consoles and similar equipment including CDs, tapes, records and software
  over one year old; 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. This does not apply to subsection 20 of section B (Contents) or section I (Personal accident).

### **No-claims discount**

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



Here to help

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 or between consecutive renewal dates.

If you have consecutive periods of insurance with us without any incident which may give rise to a claim, we will reduce your premium when you renew the policy 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, 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.

## Inflation protection

#### **Buildings**

To help protect you against inflation, we will adjust the sum insured under the buildings section each month, 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 and personal possessions**

To help protect you against inflation, we will amend the sum insured under the contents section each month, 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.

Remember, insure your buildings for the replacement cost, **not** market value.

Here to help

The following applies to buildings, contents and personal possessions.

- If an index falls, we will keep the sums insured and monetary limits at the same level.
- We do not charge for this inflation protection at the time of the monthly increase but 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 18.

### What is not covered

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

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

#### 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, riot, revolution or any similar event.
- b Any government, public or local authority legally taking or destroying your property.
- c Anv act of 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, b or c 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

We will not pay the first €250 of any claim (unless otherwise shown in the policy or schedule).

Claims for water escaping from or frost damage to a fixed water drainage or heating installation, washing machine, dish washer, fridge freezer, waterbed or fish tank are subject to a €500 excess. (Please note the €500 Escape of water excess will not apply to the Value policy as this cover is not operative). Claims for subsidence, landslip or ground heave are subject to an excess of €5.000.

#### 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
- 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.

#### 7 Wear and Tear

Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage that occurs gradually over time.

#### What is not covered continued

#### 8 Value Product - Excluding Escape of Water

Please note the following causes do not apply if you have chosen the Value policy (excluding escape of water);

#### Section A Buildings

6 Water escaping from, or frost damage to a fixed water, drainage or heating installation, washing machine, dishwasher, fridge-freezer, waterbed or fish tank

20 Finding a leak

#### Section B Contents

6 Water escaping from a fixed water, drainage or heating installation, washing machine, dishwasher, fridge-freezer, waterbed or fish tank

29 Finding a leak

# Conditions which apply to the whole policy

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

#### 1 Changes that may affect your insurance

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
- You are structurally altering the home or building an extension, re-roofing or carrying out any major repair work
- The home is used for business or as a holiday home
- Your building becomes unoccupied or does not contain enough furniture for normal living purposes
- Your home is let to tenants or shared with lodgers
- You have been declared bankrupt
- You have been convicted of any indictable criminal offence, any offence involving dishonesty or fraud, or any offence against property
- You have any pending prosecution for any of the offences listed above

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;



Here to help

- 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.

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.



Here to help

#### 4 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 1890 24 7 365.
- 2 If the loss or damage involves stealing or malicious damage, you must tell the Garda Siochana or relevant police authority immediately.
- 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 f or, including written estimates and proof of ownership or value.
- 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.
- 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.

#### 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 Cooling off period

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

#### c 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.

#### 6 Arbitration

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

If the Financial Services Omudsman's Bureau will not deal with the disagreement, you will have to refer it to arbitration. If you wait more that 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 extra premium of less than €15, we will not charge you.

If a change to your policy results in a refund of premium of less than €15, we will not refund the amount.

#### 13 Precious stones

The settings in the stones of any item of jewellery worth over €10,000 must be inspected once every three years by a competent jeweller and any defect remedied immediately.

## Section A: Insurance for your buildings

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

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

We will not pay more than the building sum insured shown in your policy schedule or any higher amount which may apply because of inflation protection for any one claim under causes 1 to 12\*, extensions to cover 13, 14, 15 and optional cover 21. We will also pay any amounts due under extensions to cover 16, 17, 18, 19 and 20\*\*.

The policy excess will not be deducted for claims made under extensions to cover 15. 17 and 19.

<sup>\*\*</sup>Please note that cause 20 does not apply to the Value policy.

What is covered	What is not covered
Your policy covers loss or damage to the building by the following causes.	
1 Fire, lightning, explosion or earthquake	
2 Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.
3 Storm or flood	We will not cover loss or damage: a by frost; b by subsidence, heave and landslip; c to gates, hedges and fences; d due to wear and tear or anything which happens gradually; or e to felt roofs over 5 years old unless you can prove that the

<sup>\*</sup> Please note that cause 6 does not apply to the Value policy.

#### What is covered What is not covered roof has been inspected by a professional builder every 3 years. 4 Riot, civil commotion, strikes, labour and political disturbances 5 Malicious damage We will not cover loss or damage: a while the home is left unoccupied or unfurnished for 40 days in a row or more: or b caused by people legally in the home 6 Water escaping from, or We will not cover loss or damage frost damage to, a fixed caused: water, drainage or heating a by escape of water from a drain installation, washing machine, which leads to subsidence, heave dishwasher, fridgefreezer, or landslip: waterbed or fish tank b while the home has been Please note that Cause 6 is not unoccupied or unfurnished for operative if you have selected 40 days in a row or more; the Value policy. c by water leaking from shower units and baths through seals and grouting d to the part or appliance from which the water leaks; or e to any fixed water or heating installation due to wear and tear, rust, or anything which happens gradually.

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:

- 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, tennis courts or walls unless the home is damaged at the same time and by the same cause:
- d caused by structural alterations, demolition, repairs or extensions to the home:
- e caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
- f caused by made-up ground or land-filled sites settling or moving;
- g caused by the coast or riverbank or lake bank wearing away;
- h to the home which happened before cover was granted under this policy; and
- i caused by subsidence or ground

#### What is covered What is not covered heave of the site on the buildings stand, or landslip 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. Stealing or attempted stealing We will not cover loss or damage: a while the home is left unoccupied or unfurnished for 40 days in a row or more: or b while the building is let or sublet or shared unless force and violence are used to get in. 9 Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your home 10 Any radio and television aerials, fittings and masts and satellite dishes breaking or collapsing 11 Oil leaking from a fixed We will not cover loss or damage: oil-fired heating installation a caused by pollution or oil including smoke damage due spillage if you hire any experts to a faulty oil-fired heating or contractors other than those installation carrying out emergency work

What is covered	What is not covered
12 Falling trees or branches	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; b to the part or appliance from which the oil leaked; or c to any fixed domestic heating installation due to wear and tear, rust, or anything that happens gradually; or d while the home has been unoccupied or unfurnished for 40 days in a row or more;  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 home is damaged at the same time; and c the cost of removing the fallen tree if it has not damaged the 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, 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 localauthority 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 reinstate-ment 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.

#### What is not covered

We will not cover any cost for keeping to requirements or regulations resulting from a notice served on you or anyone leasing or renting the property;

- a before the destruction or damage happened; or
- b for the undamaged parts of the building.

We will not pay for any expert engaged by you.

# 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.

# 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.

# 16 Loss of rent and the cost of other accommodation

If you cannot live in your home because of loss or damage by causes 1 to 12\*, we will pay;

a the amount of rent (if you have tenants) you should have received but lost while

#### What is not covered

We will not cover loss or damage:

- a while the home is left unoccupied or unfurnished for 40 days in a row or more; or
- b to ceramic hobs or tops in moveable cookers.

the home was unfit to live in;
b the reasonable cost of similar
alternative accommodation for
you until your home is fit to live
in again.

The most we will pay for any one 20% of the building sum insured. \*Please note that if you have selected the Value policy and cannot live in your home due to cause 6 this section is not operative.

#### 17 Replacing locks

We will pay the cost of replacing locks (including keys) to any outside door of the home or any domestic safe or intruder alarm protecting the home if the keys have been stolen from the home. We will not pay more than €750 for any one claim under the policy.

#### 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 €2,600 for any one claim under the policy.

#### What is not covered

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

## 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.

#### 20 Finding a leak

We will pay for work needed to see whether or not a loss would lead to a valid claim under cause 6 of this section.

The most we will pay is €750 for any one claim under the policy. Please note that this Section Cause 20 - Finding a leak is not operative if you have selected the Value policy.

#### What is not covered

We will not cover any work involving repair, reconstruction or replacement.

#### Optional cover - accidental damage to your buildings.

(Your schedule will show if you have chosen this cover).

#### What is covered

21 Accidental loss or damage to your building.

#### What is not covered

We will not cover accidental loss or damage:

- a specifically excluded under the buildings section;
- b by frost;
- c by wear or tear or anything which happens gradually;

What is covered	What is not covered
	d by vermin, insects, fungus, wet or dry rot; e by chewing, scratching, tearing or fouling by domestic animals; f by mechanical or electrical breakdown; g specifically covered somewhere else in this policy; h arising from altering or extending the building or the cost of maintenance or routine decoration; or i arising from faulty workmanship, faulty design or using faulty materials m caused by any escape of water (applicable to value policy only).

# **Section B: Insurance for your contents**

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

#### What is covered

All of the following are covered as long as they belong to you or you are legally responsible for them.

**Household goods** - this includes tenant's fixtures, fittings and decorations inside.

**Business property -** This is limited to office furniture, furnishings, office equipment including documents and computer equipment.

#### Pedal cycles

Personal belongings - This means clothes (not furs) and personal items worn, used or carried and also portable radios, portable TVs and sports equipment. It does not include valuables or money.

Valuables - This means jewellery, items of gold, silver or other precious metals, watches, furs, cameras, pictures and other works of art, collections of stamps, coins, medals or objects valued as curiosities.

#### What is not covered

We will not cover:

- a mechanically-propelled vehicles (other than lawnmowers and cultivators used just on your property), watercraft, aircraft, caravans, trailers (and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players) and animals;
- b landlord's fixtures, fittings and decorations including wooden floors;
- c property more specifically insured by any other insurance;
- d deeds, bonds, securities and documents; and
- e money.

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

We will not pay more than the contents sum insured shown in your policy schedule or any higher amount which may apply because of inflation protection for any one claim under causes 1 to 12\*, extensions to cover 15 and 18 and optional cover 30. We will also pay any amounts due under extensions to cover 13, 14, 16, 17 and 19 to 29\*\*.

The policy excess will not be deducted for claims made under extensions to cover 15, 20, 21, 22, 26, 27 and 28.

The most we will pay for any one event resulting in a claim is shown below.

- 1 Contents the amount shown in the schedule less any excess. A limit of 10% of the contents sum insured applies to contents kept in any outbuilding or garage belonging to the home.
- 2 Valuables 5% of the contents sum insured or €5,000, whichever is greater for any one valuable, and up to 1/3 of the contents sum insured for any one claim for valuables (unless insured separately).

What is covered	What is not covered
Your policy covers loss or damage to the contents in the home by the following causes.	
1 Fire, lightning, explosion or earthquake	
2 Smoke	We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.

<sup>\*</sup>Please note that Cause 6 does not apply to the Value policy.

<sup>\*\*</sup>Please note that Cause 29 does not apply to the Value policy.

What	is	cov	ered

3 Storm or flood

- 4 Riot, civil commotion, strikes, labour and political disturbances
- 5 Malicious damage

6 Water escaping from a fixed water, drainage or heating installation, washing machine, fridgefreezer, dishwasher, waterbed or fish tank
Please note that cause 6 is not operative if you have selected the Value policy.

#### What is not covered

We will not cover loss or damage:

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

We will not cover loss or damage:

- a while the home is left unoccupied or unfurnished for 40 days in a row or more; or
- b caused by people legally in the home

We will not cover loss or damage caused:

- a by water escaping from a drain which leads to subsidence, heave or landslip;
- b while the home has been unoccupied or unfurnished for 40 days in a row or more; or
- c to the part or appliance from which the water leaks.

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:

- a arising from faulty workmanship,
   faulty design, faulty or inadequate
   drains or drainage systems,
   inadequate foundations or using
   faulty materials;
- to or resulting from solid floors or floor slabs moving unless the foundations of the walls outside are damaged at the same time and by the same cause;
- c caused by structural alterations, demolition, repairs or extensions to the home;
- d caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
- e caused by made-up ground or land-filled sites settling or moving;
- f caused by the coastal or riverbank or lakeside wearing away; or
- g which began before cover was granted under this policy.

#### 8 Stealing or attempted stealing

#### What is not covered

- 1 a We will not cover loss or damage while the home is left unoccupied or unfurnished for 40 days in a row or more;
- b We will not cover loss where the property is bought from you by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable, for any reason;
- c We will not cover stealing from the open;
- d We will not cover stealing from mechanically-propelled vehicles.
- We will not pay for the following unless violence and force have been used to get in or out of the home:
  - a loss of or damage to contents in any part of the home which is used for any trade, business or profession;
  - loss of or damage to contents in the home if any part is let or sublet or lived in by anyone but you;
  - c pedal cycles.

- 9 Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the 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

12 Falling trees or branches

#### What is not covered

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;
- b to the part or appliance from which the oil leaked; or
- to any fixed domestic heating installation due to wear and tear, rust, or anything which happens gradually; or
- d while the home has been unoccupied or unfurnished for 40 days in a row or more.

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 home

We will cover loss or damage by causes 1 to 12\* to contents temporarily removed from the home while anywhere in Ireland, the United Kingdom, the Isle of Man or the Channel Islands for not more than 20% of the contents sum insured. \*Please note that if you have selected the Value policy we will not cover loss or damage by

#### 14 Deeds and documents

cause 6 under this section.

We will cover loss or damage by causes 1 to 12\* to documents (other than money and credit cards) you leave for safekeeping in any bank safe deposit or bank or solicitor's strongroom in Ireland, the United Kingdom, the Isle of Man or the Channel Islands.
The most we will pay for any one claim is €1,300.
\*Please note that if you have selected the Value policy we will not cover loss or damage by

cause 6 under this section.

#### What is not covered

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

### 15 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.

#### 16 Entertainment equipment

We will cover accidental damage to:

- a TV sets and their aerials;
- b radios:
- c record players, compact-disc players and tape recorders;
- d video, DVD players and recorders;
- e home computers; or
- f cable and satellite or television receivers.

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

#### What is not covered

We will not cover loss or damage:

- a while the home has been left unoccupied or unfurnished for 40 days in a row or more;
- b damage to property not in the home.

- a to equipment designed to be portable while it is being transported, carried or moved;
- b by mechanical or electrical breakdown;
- c to records, discs, cassettes and tapes;
- d caused by or in the process of cleaning or dismantling equipment; or
- e damage to equipment not in the home.

### 17 Temporary accommodation and rent

While the home cannot be lived in because of loss or damage covered by this policy, we will pay for:

- a rent you must pay for which you are legally responsible;
   and
- the reasonable cost of other similar accommodation during the period needed to make the home fit to live in.

The most we will pay for any one claim is 15% of the contents sum insured.

Please note that if you cannot live in the home due to Cause 6 - Escape of Water then Cause

17- Temporary Accommodation and rent is not covered if you have chosen the Value policy.

#### 18 Household removal

We will cover loss or damage by causes 1 to 12\* to contents being transported from the home for permanent removal to another home in Ireland, the United Kingdom, the Isle of Man or the Channel Islands. The removal must be carried out by professional contractors and

#### What is not covered

- a to china, glass, earthenware and brittle items;
- b not reported within 72 hours of the contents being delivered to your new home;
- c due to stealing from an unattended vehicle;
- d to contents in storage away from the removal vehicle: or

must take no longer than 48 hours.

\*Please note that if you have selected the Value policy we will not cover loss or damage by cause 6 under this section.

### 19 Tenants' liability (this applies if you rent the home)

We will pay for the following loss or damage for which you are legally responsible as a tenant.

- a Accidental damage to property described as services (section A14).
- Breakage of property described as glass and sanitaryware (section A15).
- c Loss or damage (other than by fire) covered under causes 1 to 12\* to the buildings and decorations inside the home.

The most we will pay for any one claim is 20% of the contents sum insured.
\*Please note that if you have selected the Value policy we will

not cover loss or damage by cause 6 under this section.

#### What is not covered

e to money and valuables.

- a while the home is left unoccupied or unfurnished for 40 days in a row or more; or
- b to ceramic hobs in moveable cookers.

#### 20 Fatal accidents

We will pay €5,000 if you die as a result of violence from intruders or fire that occurs within your home. For us to pay a claim, your death must happen within three months of the incident.

### 21 Visitor's and employee's possessions

Loss or damage by causes 1 to 12\* to the personal belongings of your visitors and domestic employees while in the home. The most we will pay for any one claim is €1,500.
\*Please note that if you have selected the Value policy we will

not cover loss or damage by cause 6 under this section.

#### 22 Replacing locks

We will pay the cost of replacing locks (including keys) to any outside door of the home or any domestic safe or intruder alarm protecting the home if keys have been stolen from the home. The most we will pay for any one claim under the policy is €750.

#### What is not covered

We will not cover loss or damage to:

- a money; or
- b property otherwise insured.

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

#### 23 Weddings

We will automatically increase the sum insured by 10% to insure wedding gifts for one month before and one month after the wedding day of you, or a member of your family.

#### 24 Christmas gifts

We will automatically increase the sum insured by 10% during the month of December to insure Christmas gifts.

#### 25 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 €2,600 for any one claim under the policy.

#### 26 Contents in the open

We will cover loss or damage by causes 1 to 12\* to contents in the open but within the boundaries of the home.

#### What is not covered

We will not cover loss or damage which you are covered for under another insurance.

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

The most we will pay for any one claim is €750.

\*Please note that if you have selected the Value policy we will not cover loss or damage by cause 6 under this section.

#### 27 Accidental loss of oil

We will cover loss of domestic heating oil.

The most we will pay for any one claim is €750.

#### 28 Jury service

We will pay you €20 a day for each day you go to court for jury service, as long as you give us satisfactory written proof of your jury service.

The most we will pay for any one claim is €750.

#### 29 Finding a leak

We will pay for any work needed to see whether or not a loss would lead to a valid claim under cause 6 of this section. The most we will pay under the buildings or contents section of the policy is €750. Please note that Cause 29 is not operative if you have selected the Value policy.

#### What is not covered

We will not cover any work involving repair, reconstruction or replacement.

#### Optional cover - accidental damage to your contents.

(Your schedule will show if you have chosen this cover).

#### What is covered What is not covered 30 Accidental loss or damage to We will not cover accidental loss or damage: your contents in the home a specifically excluded under this section: b covered somewhere else in this policy: c by wear or tear or anything which happens gradually, weather (other than storm or flood), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion or rust, 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, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on;

What is covered	What is not covered			
	<ul> <li>i caused by settlement or shrinkage;</li> <li>j caused by any paying tenant or guest;</li> <li>k caused deliberately by any member of your household;</li> <li>l to contact lenses, hearing aids and dentures;</li> <li>m to food, drink or plants;</li> <li>n to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material); or</li> <li>o to jewellery or watches</li> <li>p any escape of water (applicable to value policy only).</li> </ul>			

### **Section C: Liability**

The policy excess does not apply to this section.

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

If the contents (section B) are not insured, subsection 1 will cover you only as owner of the building and its land.

We will not pay more under subsection 1 than €3,000,000 for any one claim against you or 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 bodily injury (including death or disease) to any person; or
- loss or damage to property which happens anywhere in the world 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.

- 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;
  - 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

#### What is covered What is not covered 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 Ireland: • you owning or using dogs in breach of the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if the ownership or use is not in line with those regulations; • you owning or using (other than domestic gardening equipment or being a passenger) mechanically propelled vehicles, aircraft or watercraft, (not model aircraft or model watercraft or nonpower-driven craft on inland waterways) or electronically assisted pedal cycles; • any lift you own or for which you are responsible for maintenance: you owning, or using, any firearm or sporting gun; or • human immunodeficiency virus

(HIV) or any HIV-related illness

#### What is not covered

- including acquired immune deficient syndrome (AIDS) or any variations however caused.
- c We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist.
- d Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.

#### 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 disease) 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.

- 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 Ireland.

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.

- d We will not cover liability arising from you owning or using dogs in breach of the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if owning or using them is not in line with those regulations.
- e We will not cover liability arising from human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations however caused.
- 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: Extended cover for your personal belongings and valuables

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

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

We will not pay more than the sum insured for personal belongings and valuables shown in your schedule or any higher amount which may apply because of inflation protection for any one claim under this section. If you have chosen unspecified possessions cover, the limit for any one item is €1,000.

#### What is covered

We will cover any loss or damage to personal belongings or valuables you own or which are your legal responsibility while:

- a anywhere in Europe; or
- b anywhere in the world for up to60 days during any one periodof insurance.

- a We will not cover mechanically propelled vehicles, watercraft, aircraft, caravans, trailers (and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players), pedal cycles, camping equipment, contact lenses, documents, cash, credit cards, plants, animals, prams and pushchairs.
- b We will not cover property used for business or professional purposes.
- c We will not cover loss or damage caused by any process of cleaning, restoring, altering or repairing, wear and tear and anything which happens gradually, or moth, vermin or insects.
- d We will not cover breakage of glass (other than lenses) or

What is covered	What is not covered			
	brittle items (other than jewellery) or mechanical or electrical breakdown.  e We will not cover loss in value or consequential loss.  f We will not cover loss if property is paid for by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable for any reason.  g We will not cover tools, instruments or sports equipment used or held for business or professional purposes.  h We will not cover loss of property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and boots are locked.			

## **Section E:** Frozen food

This section applies if you have cover under Section B - Contents. The policy excess does not apply to this section.

#### What is covered

We will cover loss of or damage to food in any refrigerator or deep-freeze cabinet caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.

The refrigerator or deep-freeze cabinet must be:

- a in your home; and
- b owned by you or your responsibility.

The most we will pay for any one claim under this section is €750.

#### What is not covered

We will not cover loss or damage caused by:

- a a deliberate act of the supply authority;
- b strike, lock-out or industrial dispute; or
- c wear and tear or anything that happens gradually.

# Section F: Extended cover for your pedal cycles

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

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

We will not pay more than the amount shown in your schedule for any one claim under this section.

The policy excess does not apply to this section.

#### What is covered

We will cover loss or damage to pedal cycles you own while:

- a anywhere in Europe; or
- b anywhere in the world for up to 60 days during any period of insurance.

- a We will not cover loss or damage to:
  - tyres and accessories unless the cycle is lost or damaged at the same time;
  - the pedal cycle while being used for racing, pacemaking or trials:
  - pedal cycles more specifically insured by any other policy.
- b We will not cover loss or damage to pedal cycles by stealing or attempted stealing unless securely locked or contained in a building.
- We will not cover pedal cycles used for business or professional purposes.
- d We will not cover loss or damage caused by any process of cleaning, restoring, altering or repairing, wear and tear, moth, vermin or insects and anything that happens gradually.
- e We will not cover breakage of glass or brittle items or mechanical or electrical breakdown.

What is covered	What is not covered			
	f We will not cover loss in value or consequential loss. g We will not cover loss when property is paid for by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable for any reason. h We will not cover loss or damage covered elsewhere in this policy.			

### Section G: Money and credit cards

This section applies if you have cover under section B - contents.

#### **Definitions**

**Money –** current coins and banknotes, cheques, money orders and postal orders, premium bonds, savings stamps and certificates, current stamps, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers and trading stamps.

**Credit cards –** credit, charge, cheque, bankers' or cash-dispenser cards.

#### What is covered

#### 1 Money

We will cover accidental loss of money belonging to you or a member of your family:

- a anywhere in Europe; or
- b anywhere in the world for up to 60 days during any one period of insurance.

The most we will pay for any one claim is €750.

#### 2 Credit cards

We will cover financial loss after any credit card you own is misused. The most we will pay for any one claim is €1,500.

#### What is not covered

- a We will not cover loss due to mistakes, neglect or poor accountancy.
- b We will not cover loss in value.
- c We will not cover losses not reported to the police within 24 hours of discovering the loss.
- d We will not cover customs or other officials legally taking or holding your property.

#### We will not cover:

- a unauthorised use by a member of your family;
- b any loss arising after the authority issuing the credit card has received notice of the loss;
- c any loss unless you have kept to the terms and conditions set by the authority who issued the card.

### **Section H: Caravan**

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

#### **Definitions**

#### You means:

- a the person named as the policyholder in the schedule and each member of their family; and
- b any person who is in charge of the caravan on the policyholder's order or with their permission as long as they are not insured under any other policy.

#### Caravan means:

- a the trailer caravan or mobile home described in the schedule; and
- b accessories, fixtures, fittings, furnishings and utensils while in or attached to the caravan.

#### 1 Loss or damage

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

- a **Caravan** the most we will pay is the amount shown in the schedule or the market value of the caravan, whichever is lower.
- b **Personal belongings** the most we will pay is the amount shown in the schedule. We will not pay more than €130 for any single item.

#### What is covered

### We will cover accidental loss or damage to:

- a the caravan; or
- b personal belongings you own contained in the caravan or in any private car towing it, which happens anywhere in Europe for up to 30 days during any one period of insurance, or while being transported by sea between ports in Europe (including loading and unloading).

#### What is not covered

- a while the caravan is used as a permanent home;
- b while the caravan is being used for hire and reward unless we agree;
- c caused deliberately by you or your family or any person using the caravan;
- d to tyres caused by breaking, bursts, cuts or punctures; or
- e to any motorhome.

#### We will pay for:

- a the cost of removing debris (up to 5% of the sum insured on the caravan):
- b the reasonable cost of protecting and removing the caravan to the nearest repairer; and
- c the reasonable cost of delivering the caravan back to you after the repairs. We will not pay any more than the reasonable cost of transport to your address as shown in the schedule.

#### What is not covered

### We will not cover loss or damage caused by:

- a loss of use, frost, wear and tear, rot, fungus, mildew, moth, vermin or insects, loss in value, action of light, weather conditions or anything which happens gradually;
- b repairing, cleaning, dyeing, altering or restoring any item;
- c electrical or mechanical breakdown;
- d customs or other officials legally taking your caravan;
- e stealing from the caravan while it is left unattended without being securely closed and locked;
- f storm, unless the caravan is securely anchored to the ground at each corner of the chassis except when being towed or temporarily detached during a journey or permanently laid up at your home; or
- g earthquake.

#### 2 Liability to others

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

The most we will pay for all claims arising from any one incident is €1,270,000.

#### What is covered

We will pay any amount which you or your family are legally responsible to pay for causing:

- a death or injury to anyone; or
- b damage to someone's property in connection with the caravan anywhere in Europe for up to 30 days during any one period of insurance, or while being transported by sea between ports in Europe (including loading and unloading).

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 would have suffered for an event covered by this section.

#### What is not covered

#### We will not cover liability for:

- a bodily injury to you or your family;
- b bodily injury to any person serving under a contract of service or apprenticeship with you or your family and arising out of and in the course of their employment by you or your family; or
- c loss or damage to property you or your family own or control.

#### We will not cover any liability:

- a for accidents while the caravan is being towed;
- b for an accident caused by the caravan becoming detached from any vehicle that is towing it;
- you have under an agreement unless you would have been liable if the agreement did not exist;
- d if the caravan is let for hire and reward unless we have agreed;
- e while the caravan is being used for business purposes; or
- f while the caravan is being used as a home.

### Section I: Personal accident

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

#### **Definitions**

#### You, your

 The person named as the policyholder in the schedule, or their husband or wife or their children under 18 normally living in the policyholder's home.

#### **Bodily injury**

- Bodily injury caused by something violent, accidental and which can be seen.
- Illness resulting from medical or surgical treatment of any injury, resulting directly in the death or disability as described below within one year of the date of the injury.

#### Losing a limb

- A hand or foot being cut or torn off at or above the wrist or ankle.
- The total and permanent loss of use of a hand, arm or leg.

#### Loss of sight

• The total and permanent loss of sight in at least one eye.

#### Permanent total disability

 A disability which prevents you from working in any job and carrying out your normal duties. It must last for one year after the date of the disability and will most likely continue for your lifetime.

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

		Amount per person per accident	
Item	Description	People aged between 18 and 65	People aged under 18
1	Death	€6,500	€1,300
2	Loss of one or more limbs or loss of sight in one or both eyes	€6,500	€6,500
3	Permanent total disability	€6,500	€6,500

The most we will pay under this section in any period of insurance is €65,000.

### We will cover bodily injury arising from:

- a fire;
- b smoke:
- c burns;
- d drowning;
- e criminal assault; or
- f an accident within your home.

- a We will not cover a claim made under more than one item above for the same accident.
- b We will not cover interest on any amounts we pay.
- c We will not cover any claims if you are over 65 at the previous renewal date.
- d We will not cover bodily injury directly or indirectly arising from:
  - suicide or attempted suicide;
  - mental illness:
  - deliberate self-injury;
  - your own criminal act;
  - you being under the influence of alcohol or drugs;
  - you having any long-term illness or condition;
  - pregnancy or childbirth; or
  - you travelling in or on, (including getting into or out of) any road vehicle, boat, railway train or aircraft, for fire, smoke or burns.

### Section J: Emergency Home Assistance

#### **Home Emergency Insurance Policy**

Thank you for choosing this policy.

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

This policy is suitable for someone who wishes to cover an emergency caused by specified events when they do not already have relevant insurance cover.

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

This 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

This policy is administered by AXA Assistance (Ireland Limited), Kilmartin, N6 Retail Park, Athlone, Co Westmeath

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

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.

Your policy is subject to Irish Law and you and we agree to submit to the non-exclusive jurisdiction of the Irish Courts if there is an unresolved dispute between us.

#### Important information

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

If we make any changes to your policy cover limit, these 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.

#### 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: 1890 253 347

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 home, you should tell us on the emergency telephone number. We will then:

- Advise you how to protect yourself and your home immediately;
- Validate your policy and arrange for one of our authorised contractors to get in touch with you to make an appointment or 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 home becoming uninhabitable and remaining so because
  of a covered event, we will contribute up to €100 inc 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 policy 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 inc. 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 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 your buildings insurance.

#### Section J: Emergency Home Assistance continued

In some circumstances we may find it difficult to deploy an authorised contractor to attend your 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

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

We will only reimburse the cost of the emergency repair applicable under the policy.

#### 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. 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 home is safe and if required, we will arrange for you to receive a quotation for a suitable replacement item at your cost.

#### Meaning of words

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

#### 1. Authorised Contractor

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

#### 2. Covered / Insured Events

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

#### 3. Emergency

A sudden and unforeseen incident in your home which immediately; exposes you or a third party to a risk to health or; Creates a risk of loss or damage to your home and/or any of your belongings or; Makes your home uninhabitable.

#### 4. Emergency Repairs

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

#### 5. Insured / You / Your

#### Section J: Emergency Home Assistance continued

You, the policyholder, and /or any member of your immediate family or lodger normally living at your home.

#### 6. Local Territory

Republic Of Ireland

#### 7. Period of Insurance

One year from the start or renewal date shown on your policy certificate. If a mid-term adjustment has been made, the date on your new policy certificate.

#### 8. Home

The house or flat shown on your policy certificate, its integral (built-in) garages all used for domestic purposes only in Ireland. It does not include detached garages, sheds, greenhouses, outbuildings and other buildings.

#### 9. 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.

#### 10. We / Us / Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (Ireland) Limited, Kilmartin N6 Retail Park. Athlone, Co Westmeath. AXA Assistance (Ireland) Limited will arrange for you to receive the Home Emergency services described in this Policy using authorised contractors.

#### 11. 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 inc. VAT as a contribution to a repair which you will arrange yourself. This will be in full and final settlement of your claim.

#### 12. Trace and Access

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

We will only pay for the emergency repair.

We will not pay for any damage caused by the emergency. The emergencies listed below are

The emergencies listed below 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;

#### What is not covered

Septic tanks, swimming pools and hot tubs:

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

Dealing with temporarily frozen pipes;

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

- Internal section of the overflow pipe;
- Central heating water pipes.

#### What is not covered

Cost of trace and access to locate the source of the emergency. Replacement of tanks, cylinders and overflow pipes.

#### **DRAINAGE**

#### What is covered

An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of emergencies that you would be covered for:

Blocked sinks, blocked or leaking waste pipes

Blocked bath, toilets or external drainage.

You will still be covered if you do have another working toilet or bathing facility;

#### What is not covered

Repairs to drains that are the responsibility of the local water authority if outside the boundaries of your home

Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;

Regularly cleaning your drains and any descaling of your drains;

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

#### What is not covered

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

#### 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;

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

#### **SECURITY**

#### What is covered

#### Windows

Broken and cracked windows which result in the 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 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;

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

#### **PESTS**

#### What is covered

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

#### What is not covered

Pests found outside your home, such as in detached garages and outbuildings.

#### **INTERNAL GAS PIPE**

#### What is covered

A leak from the internal gas supply pipe in your 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 1850 20 20 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 home. Otherwise known as Trace and Access.

#### **BOILER AND HEATING SYSTEM**

#### What is covered

Complete failure or breakdown of Your primary heating/hot water system, resulting in no hot water and/or heating.

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 and oil boilers within Your 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;

#### 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;

Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.

#### **BOILER AND HEATING SYSTEM**

#### 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 serviced within the past 2 years by a qualified person

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
	Any adaptations made to the property which do not comply with the regulations applicable at the time;

### **TEMPORARY HEATING**

What is covered	What is not covered
If You have no heating and a part	
needs to be ordered following	
the engineer's first visit, or if We	
are unable to repair the boiler/	
heating system, You have the	
option to either purchase heaters	
up to a value of €60 inc VAT on	
a Reimbursement Basis. These	
heaters are Yours to keep.	

# What is covered Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather. What is not covered Damage to external guttering.

#### **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
- 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 home that has been unoccupied for more than 40 consecutive days;
- 6) Any defect, damage or failure caused by:
  - modification or attempted repair to all or any part of your property by you or your own contractor which results in damage to that or another part of your property;
  - 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;
- 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 home or the use of defective products;
- 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 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

#### Section J: Emergency Home Assistance continued

- 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 dist urbed:
- 15) The removal of asbestos;
- 16) Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.
- 17) When we make a repair we will leave your 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 home;
- 19) We reserve the right to decline to renew your policy.
- 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 in the unlikely event you need to make a claim.

#### **Data Protection**

Details of you, your insurance cover and claims will be held by us and our authorised contractor for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1988 and 2003.

Under the Data Protection Act 1988 and 2003 you are entitled to a copy of the information we hold about you on request.

By purchasing our products and services, you agree that We may:

- a) disclose and use information about you and your insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service your insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing your information in other countries in which data protection laws are not as comprehensive as in the European Union. However, We have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries, as there is in the European Union.

#### Alternative Format

Please contact us in writing or by phone 0906 486300 if you would like to receive these term and conditions in an alternative format, for example on audio tape or in large print.

## **Endorsements**



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

#### 1609 Buildings of farm property

The insurance under section A - Buildings of this insurance 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 insurance applies only to those buildings 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.
- 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 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 which leads to subsidence or ground heave of the site on which the buildings stand, or landslip.

#### 1631 Intruder alarm warranty

This policy does not cover loss or damage due to stealing or attempted stealing (insured cause 8) from the home when the home is left unattended by you or anyone you have authorised unless:

- a at the time of loss or damage all outside doors are protected by five-lever mortise deadlocks and accessible windows by key-operated window locks or whatever equivalents we agree to and the intruder alarm in your home is set or its keys removed from the home;
- b the intruder alarm (including its methods of signalling) is in thorough working order and is being maintained and regularly inspected; and
- c at the time of loss, the Garda Síochána have, in writing, refused to respond to any alarm calls resulting from your alarm going off and we have agreed to continue cover.

#### 1634 Paying guests – legal liability

Exception b (second bullet) of subsection 1 of section C (liability) of this policy will not apply if the building is used as a guest house. The most guests allowed is six.

#### 1635 Paying guests – stealing restriction

If you have paying guests staying in your home, section B – Contents does not cover loss or damage by stealing unless force and violence are used to get into or out of your home.

#### 1639 Excluding storm or flood cover

We do not provide cover under cause  $\bf 3$  - storm or flood of section  $\bf A$  - Buildings and section  $\bf B$  - Contents.

#### 1653 Home shared with lodger

Exception b (second bullet) of subsection 1 of section C (liability) of this policy will not apply if you let part of the building for private residential purposes to one person or a couple and you are also living in the property.

#### Endorsements continued

#### 1679 Exclusion of Escape of Water (Value Policy)

The Value policy does not cover loss or damage under

#### Section A Buildings-

6 Water escaping from, or frost damage to a fixed water drainage or heating installation, washing machine, dishwasher, fridge-freezer, waterbed or fish tank

20 Finding a leak

#### Section B Contents-

6 Water escaping from a fixed water drainage or heating installation, washing machine, dishwasher, fridge-freezer, waterbed or fish tank

29 Finding a leak

#### 1689 Intruder alarm protection

If the value of contents insured by this policy is more than €70,000, the policy does not cover loss or damage due to stealing (insured cause 8) from the home, when you leave the home unattended unless:

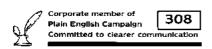
- a at the time of the loss or damage the intruder alarm in your home is set and its keys (if this applies) are removed from your home.
- b the intruder alarm (including its methods of signalling) is in proper working order and is being maintained and regularly inspected.
- c at the time of the loss, the Garda Síochána have, in writing, refused to respond to any alarm calls resulting from your alarm going off and we agreed to continue cover.

## **Notes**

## **Notes**

# we're here to help/

- If you have any questions, please contact your broker.
- For help with claims, ring us on 1890 24 7 365.



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