

Home Shield

Policy

Version 2



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Please read this policy carefully to ensure it meets your requirements

Introduction (not forming part of the policy)

Claims enquiries

For claims other than legal expenses claims

This service is provided by the Claims Department at Methodist Insurance PLC.

New claims can be reported and enquiries made about existing claims from Monday to Friday 8am to 6pm.

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week.

The claims service number is

+44 (0)161 833 9696

Home Shield Insurance

Preamble

We (the Methodist Insurance PLC) and **you** (the Insured named in the schedule) agree the following:

- **You** will pay the premium.
- **We** will provide the cover described in this policy for any loss, damage or liability that occurs during a period of insurance for which **you** have paid the premium.
- The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.

- This policy shall be governed by and construed in accordance with the law of the Republic of Ireland..

Insurance Act 1936

All moneys which become payable by the Company under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

General definitions

Each time the following words or phrases are used in this booklet they will be printed in bold italic type and will have the specific meaning shown, unless more specifically defined under each individual policy section.

Buildings

The home including garages and outbuildings used only for domestic purposes and home office use, permanent fixtures and fittings including statues, fountains and hot tubs permanently fixed into the ground, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges and gates all within the boundaries of the land belonging to the home.

Business equipment

Personal computers, keyboards, monitors, printers, modems, facsimile machines, telecommunications equipment, photocopiers and other office equipment or furniture up to a value of €15,000.

Contents

Household goods, furniture, furnishings, **personal belongings** and **valuables**, all belonging to **you** or for which **you** are legally responsible. The term **contents** does not include the following:

- (i) **Personal money.**
- (ii) **Motor vehicles**, caravans (touring or static), trailers, aircraft, hovercraft, boats, and any accessory which is designed to be used with any of these.
- (iii) Any living creatures, trees, shrubs, plants or grass.
- (iv) Securities and documents of any kind (except as provided for under "What is covered" insured paragraph 24 of the **contents** section).
- (v) Landlord's fixtures and fittings.
- (vi) Property insured separately.
- (vii) Property owned or used for business or professional purposes, other than **business equipment** used solely for clerical or administrative use.

Excess

The amount **you** must pay towards any claim.

Note: if one incident results in a claim being made under more than one section of this policy, only one **excess** (the higher amount) will apply.

Geographical limits

The Republic of Ireland, Northern Ireland, Great Britain the Channel Islands and the Isle of Man.

Motor vehicle

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) a golf cart trolley or buggy controlled by someone on foot.
- (iv) a toy or model controlled by someone on foot.

Personal belongings

Personal items worn, used or carried about the person, including pedal cycles and sports equipment. The term **personal belongings** does not include the following:

- (i) Clothing, **personal money** or **valuables**.
- (ii) Property owned or used for business or professional purposes.

Personal money

Current notes and coins, cheques, travellers' cheques, postal or money orders, postage stamps (not forming part of a stamp collection), premium bonds, trading stamps, stamps for television licence, gas, electricity or other bills, gift tokens, telephone cards, travel tickets and other season tickets.

The term **personal money** does not include money used for business purposes.

Precious metals

Articles made of platinum, gold or silver including plated items.

Terrorism

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Unfurnished

Without enough furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or any person authorised by **you**.

Valuables

Jewellery, **precious metals**, clocks, watches, furs, pictures, works of art, stamp, coin or medal collections. The term **valuables** does not include property owned or used for business or professional purposes.

We, our, us

Methodist Insurance PLC.

You, your

The people named as insured in the schedule and their family who normally live with them.

Index-linking

Each month **we** will adjust the sum insured on the **buildings** and **contents** option in line with the following:

(a) Buildings insurance

The House Building Cost Index (prepared by the Department of the Environment).

(b) Contents and Portable possessions insurance

The Consumer Price Index (prepared by the Central Statistics Office).

Index-linking will continue from the date of the loss or damage until the resulting claim is settled.

General conditions

1 Duty of care

You must take all reasonable steps to prevent loss of or damage to property insured by this policy and to maintain the property in a good condition and in a good state of repair.

2 Other insurances

At the time of any loss, damage or liability resulting in a claim under this policy, if **you** have any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of the claim.

3 More than one property

If this policy insures more than one property, the policy limits and exclusions apply separately to each property in the same way as if each property had been insured by a separate policy.

4 Changes to risk

This policy shall become void if there is any alteration after the start of this insurance which increases the risk of loss, damage, accident or liability (unless the alteration has been accepted by **us** in writing).

5 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if exceeding €30.

6 Cancelling the policy

(a) Your right to cancel in the cooling-off period

If after insuring with **us** and receiving the full written policy documentation including the schedule **you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded. **You** may make a claim up to the date **you** advise of **your** decision to cancel the policy

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** notice in writing. As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period, providing this exceeds €20. If **you** have made a claim then the full annual premium is due.

(c) Our right to cancel

We have the right to cancel the policy by giving **you** seven days notice in writing sent by recorded delivery to **your** last known address. If **we** cancel the policy **we** will refund the part of **your** premium which covers the cancelled period.

7 Making a claim

- (i) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible.

The action to take then depends on the type of claim.

Riot

Tell **us** within seven days.

Accidental loss outside the home, theft, vandalism or malicious acts

Tell the Gardaí immediately.

Legal liability for injury or damage

Immediately send **us** any writ, summons or other legal document.

You must not negotiate or admit or deny any claim without **our** written permission.

- (ii) **You** must give **us**, at **your** expense, all reasonable details and evidence which **we** ask for.

8 Fraudulent claims

If **you** (or anyone acting on **your** behalf) make a claim which is at all false or fraudulent or supports a claim with any false or fraudulent statement or document, **we** will void the policy and **you** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

9 Arbitration

If there is any dispute between **us** and **you** the dispute will be referred to an arbitrator.

The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time.

You must not take legal action against **us** before the arbitrator has reached a decision.

If the claim has not been referred to arbitration within 12 months of **us** disclaiming liability it will not be recoverable under the policy.

Rights and responsibilities

- 1 **We** may enter any building, caravan or boat where loss or damage has occurred and deal with any salvage. However, **you** must not abandon any property to **us**.
- 2 **We** may take over and deal with, in **your** name, the defence or settlement of any claim.
- 3 **We** may take proceedings in **your** name, but at **our** expense, to recover the amount of any payment **we** have made under this policy. **You** must give **us** all the information **we** may need to make these recoveries.

General exclusions

1 Radioactive contamination

We will not cover any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or part of that equipment.

2 War risks

We will not pay for loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- war
- invasion
- activities of a foreign enemy
- hostilities or warlike operations (whether war has been declared or not)
- civil war
- mutiny

- revolution, or insurrection (meaning people rising up and rebelling against the government by force)
- civil commotion which is so severe or widespread that it resembles a popular uprising
- military power (even if properly authorised by the duly elected government)
- usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- property being confiscated by any government or public or local authority.

3 Terrorism

Any claim directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken

in controlling preventing suppressing or in any way relating to **terrorism**.

If **we** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **you**.

4 Sonic bangs

We will not cover any loss or damage by pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

5 Uninsurable risks

We will not cover the following:

- The cost of maintaining buildings or contents.
- Damage that happened before cover under this policy started or any loss or damage caused deliberately by **you**.
- Damage caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradual cause.
- Damage caused by faulty workmanship, materials, specification or design.
- Damage caused by cleaning, dyeing, repair or restoration.
- Mechanical or electrical breakdown.
- Property being confiscated or detained by any government, public or Gardaí authority.

6 Pollution or contamination

We will not cover any claim or expense of any kind caused directly or indirectly by pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

7 Reduction in market value

We will not make any extra payment for a reduction in the market value following a repair, reinstatement or replacement paid for under this policy.

8 Date recognition

Applicable to the whole policy.

We will not cover loss or damage to any

- computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us**, and
- computer records, programmes, discs, software or the information contained on them

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

9 Indirect loss

We will not pay for any indirect losses, which result from the incident that caused **you** to claim.

1 Buildings (Your schedule will show if this section applies)

What is covered

Damage to the **buildings** caused by the following:

1. Fire, lightning, explosion, earthquake or smoke

2. Storm or flood

3. Subsidence or heave of the site on which the **buildings** stand or landslide

4. Riot, civil commotion (not resembling a popular uprising), labour or political disturbances

5. Vandalism or malicious acts

What is not covered

The amount of any **excess** shown in **your** schedule.

- (i) Smoke damage caused by smog, agricultural or industrial work and any gradual cause.
 - (ii) Damage caused by scorching, singeing or melting.
-
- (i) Damage by frost.
 - (ii) Damage to fences, hedges or gates (unless the main building, garage or outbuilding is damaged at the same time).
 - (iii) Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.
-
- (i) Damage to swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences, hedges or gates (unless the main building of **your** home is damaged at the same time).
 - (ii) Damage to solid floor slabs or damage resulting from the slabs moving (unless the foundations beneath the outside walls of the main building are damaged at the same time).
 - (iii) Damage resulting from normal settlement, shrinkage or expansion.
 - (iv) Damage caused by new structures or newly made-up ground settling or bedding down.
 - (v) Damage due to coastal or river erosion.
 - (vi) Damage resulting from demolishing, altering or repairing the home.
 - (vii) Damage where compensation is provided by law.
 - (viii) Damage resulting from faulty workmanship or use of faulty materials.
-
- (i) Damage caused by **you, your** guests, tenants or tenants' guests.
 - (ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

What is covered

6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal colliding with the *buildings*

7. Water or oil

escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in *your* home.

8. Water freezing

in any fixed water or heating system in *your* home.

9. Theft or attempted theft

10. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing

11. Falling trees, branches, telegraph poles, lamp posts or pylons

12. Accidental damage

This cover only applies if *your* schedule states that *your* cover includes accidental damage.

What is not covered

Damage caused after *your* home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

Damage caused after *your* home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

- (i) Damage caused by *you, your* guests, tenants or tenants' guests.
- (ii) Damage caused after *your* home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

Damage to the satellite dish, aerial, wind turbine, solar panel or security equipment itself.

Damage to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the main building, garage or outbuilding is damaged at the same time).

- (i) Damage caused by any paying guests, tenants or tenants' guests in *your* home.
- (ii) Damage to wind turbines.
- (iii) Damage which is specifically mentioned elsewhere under this section.

This section also covers the following:

What is covered

13. Temporary accommodation and loss of rent

If **your** home cannot be lived in following damage insured under paragraphs 1 to 12 and 14 of this section, **we** will pay for the following:

- (i) The reasonable costs of **your** necessary temporary accommodation.
- (ii) Rent including ground rent which **you** still have to pay.
- (iii) Loss of any rent **you** would have been paid.

We will pay these costs until **your** home is fit to live in. For any one claim under this section **we** will pay up to 20% of the sum insured on **buildings**.

14. Damage to services

Accidental damage to service pipes, cables, sewers and drains serving **your** home for which **you** are responsible. This includes the cost of clearing blockages.

15. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at **your** home and subsequent repair and making good.

The most **we** will pay for any one claim is €10,000.

16. Breakage of glass or sanitary fixtures

Accidental breakage of fixed glass, washbasins, pedestals, baths, sinks, splashbacks, shower trays, shower screens, bidets, toilet pans, toilet seats, toilet cisterns and ceramic hobs or tops forming part of **your** home.

What is not covered

Any loss or damage not covered under paragraphs 1 to 12 and 14 of this section.

(i) Ceramic hobs or tops not forming part of a fixed unit.

(ii) Damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

What is covered

17. Property owner's liability

We will insure **you** for up to €2,600,000 (or any alternative limit shown in **your** schedule) against **your** legal liability as owner of the **buildings**, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which **we** have agreed to in writing in advance.

We will provide this cover for liability arising from accidental bodily injury including death, disease or illness, or accidental damage to property, arising from **you** owning the home and its land.

18. Damage by emergency services

Damage at any part of **your** home including its grounds caused by the emergency services in circumstances where such damage would not otherwise form part of a valid claim under this section.

This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

The most **we** will pay is €10,000, in total for all claims in any one period of insurance.

19. Selling your home

If **your** home is not insured elsewhere, the person buying **your** home will have the benefit of the insurance under this section for the period from exchange of contracts until the sale is completed.

20. Locks & keys

If **you** lose the keys to **your** home or they are stolen or there is accidental damage to the locks of the outside doors or windows **we** will pay for reasonable and necessary costs of:

- (a) gaining access to **your** home
- (b) repairing or replacing the locks.

The most **we** will pay for any one claim is €1,500.

What is not covered

Liability arising from the following:

- (i) Loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (iv) **You** owning or using lifts and **motor vehicles**.
- (v) Any agreement **you** have made, unless **you** would have been liable even without the agreement.
- (vi) Any deliberate, wilful or malicious act.
- (vii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Damage caused by Gardaí raids.

What is covered

21. Landscaping costs

We will pay for landscaping costs incurred to make good damage to lawns trees plants and shrubs at the home resulting from damage by paragraphs 1, 2, 4, 5, 6 and 9 provided that the **buildings** are damaged at the same time or resulting from impact by any vehicle or aircraft or by straying cattle or horses.

The most **we** will pay for any one claim is €10,000.

22. Breakdown of central heating burner and pump

Mechanical or electrical breakdown of the oil/gas burner or the water circulation pump forming part of the central heating system in the buildings. The equipment must be inspected and serviced annually by a qualified service engineer.

The most **we** will pay is €650 in total for all claims in any one period of insurance.

23. Fire brigade charges

The cover of charges levied by a local authority (as permitted by legislation) for Fire Brigade attendance as the result of damage insured by this section.

The most **we** will pay is €3,500 in total for all claims in any one period of insurance.

What is not covered

- (i) Damage caused by frost or weight of snow.
- (ii) Damage caused by animals.

Settling claims

We will pay the cost of either repairing or reinstating as new the damaged part of the **buildings** as long as

- (i) the **buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If any of (i) and (ii) above are not met **we** will reduce the amount **we** will pay to take into account wear, tear and loss of value.

Under this section **we** will also pay the following costs:

- (a) Architects', surveyors', engineers' and other professionals' reasonable and necessary fees.
- (b) The cost of demolishing the **buildings** supporting the **buildings** removing debris and making the site safe.
- (c) The cost of keeping to local authority or other legal conditions made after the damage.

We will not pay for the cost of preparing a claim.

The most **we** will pay for any claim under paragraphs 1 to 12, 14, 16 and 19 of this section is the cost of rebuilding or repairing the **buildings** or the sum insured on **buildings** whichever is less.

The sum insured will not be reduced after **we** pay a claim.

2 Contents (Your schedule will show if this section applies)

What is covered

Loss of or damage to the **contents** in the **buildings** caused by the following:

1. Fire, lightning, explosion, earthquake or smoke

2. Storm or flood

3. Subsidence or heave of the site on which the **buildings** stand or landslip

4. Riot, civil commotion (not resembling a popular uprising), labour or political disturbances

5. Vandalism or malicious acts

6. Any aircraft, flying object (or items dropped from them), vehicle, train or animal (other than domestic pets) colliding with the **buildings**

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Loss of or damage to property in the open except where specifically mentioned under this section.

- (i) Smoke damage caused by smog, agricultural or industrial work and any gradual cause.
- (ii) Damage caused by scorching, singeing or melting.

Damage caused by water escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.

- (i) Loss or damage caused by **you, your** guests, tenants or tenants' guests.
- (ii) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

What is covered

7. Water or oil

escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank in **your** home.

8. Theft or attempted theft

The most **we** will pay for any one incident of loss or damage to the **contents** within garages or outbuildings is €7,500 in total.

9. Any satellite dish, television or radio aerial, wind turbine, solar panel or security equipment breaking or collapsing

10. Falling trees, branches, telegraph poles, lamp posts or pylons

11. Accidental loss or damage

This cover only applies if **your** schedule states that **your** cover includes accidental loss or damage.

What is not covered

Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

- (i) Loss by deception (unless only entry to **your** home is gained by deception).
- (ii) Loss or damage caused by **you, your** guests, tenants or tenants' guests.
- (iii) Loss or damage caused after **your** home has been continuously **unoccupied** or **unfurnished** for more than 90 days.
- (iv) Loss or damage when **your** home is lent, let or sublet, unless force was used to get into or out of **your** home.

- (i) Deterioration of food.
- (ii) Loss or damage caused by any paying guests, tenants or tenants' guests in **your** home.
- (iii) Loss or damage which is specifically mentioned elsewhere under this section.

What is covered

12. Temporary accommodation

- (i) If **your** home cannot be lived in following damage insured under paragraphs 1 to 11 and 14 of this section, **we** will pay the reasonable cost for **your** temporary accommodation (including the cost of temporarily storing **your** furniture and the cost of putting **your** dogs or cats in kennels) until **your** home is fit to live in
- (ii) If a local authority prevents **you** from living in **your** home as a result of
 - (a) an emergency evacuation, or
 - (b) a neighbouring property being damaged by any loss or damage insured by this section, **we** will pay the reasonable cost of **your** necessary alternative accommodation for up to 30 days.

For any one claim under this section **we** will pay up to 20% of the total sum insured on **contents**.

13. Breakage of glass and mirrors

Accidental breakage of mirrors, glass tops and fixed glass in furniture and ceramic hobs or tops forming part of a free-standing unit.

14. Loss of oil, gas and water

Loss of oil, gas or metered water from the water or heating system in **your** home after accidental damage to that system.

15. Electrical equipment

- (i) Accidental loss of or damage to satellite dishes, security equipment, televisions, radios and their aerials, fittings or masts, audio and video equipment, personal computers and **business equipment**.
- (ii) Up to €1,500 for replacement on a retail basis of records, films, tapes, cassettes, discs, cartridges, software or legally downloaded audio or visual material that are lost or damaged as a result of (i) above.

What is not covered

Any loss or damage not covered under paragraphs 1 to 11 and 14 of this section.

Loss or damage after **your** home has been continuously **unoccupied** or **unfurnished** for more than 90 days.

Accidental damage to office furniture.

What is covered

16. Freezer contents

We will pay the cost of replacing the contents of **your** freezer or fridge in **your** home following loss or damage caused by:

- (i) a rise in temperature, or
- (ii) contamination from refrigerant or refrigerant fumes.

We will also pay the cost of hiring a temporary freezer or fridge if this is necessary.

The most **we** will pay for any one claim is €650.

17. Contents in the garden

We will pay for loss or damage (as insured under paragraphs 1 to 11) to garden furniture, ornaments and **contents** while in **your** garden.

The most **we** will pay for any one claim is €3,750.

18. Contents temporarily removed

Loss or damage (as insured under paragraphs 1 to 11) to **contents** whilst temporarily removed from **your** home within the **geographical limits**, to a bank, safe deposit, occupied private home or a building where **you** are living, employed or carrying on business, and whilst in transit to or from such locations.

The most **we** will pay for **contents** whilst in student accommodation is €7,500 for all claims in any one period of insurance.

The most **we** will pay for any other claim under this extension is 20% of the total sum insured on **contents**.

19. Household removal

Accidental loss of or damage to **contents** when they are being transported from **your** home for permanent removal to another home in the **geographical limits**. Cover includes necessary overnight stops and temporary storage for up to seven days in a furniture storage unit.

What is not covered

Loss or damage caused by **your** failure to pay for the electricity or gas supply.

Personal belongings (other than pedal cycles) or **valuables**.

- (i) Loss or damage by theft unless force was used to get into or out of a building.
- (ii) **Contents** removed to a furniture warehouse or in storage.
- (iii) Loss or damage caused by storm or flood to property in the open.
- (iv) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

- (i) Contents stored in a furniture storage unit for more than seven days unless agreed by **us**.
- (ii) Loss or damage to **valuables** or cash.
- (iii) Loss or damage to brittle items unless packed by professional removal contractors.

What is covered

20. Fatal injury benefit

Your death, if this happens within three months as a direct result of

- (i) fire or accident in the home,
- (ii) an accident while travelling as a fare-paying passenger in any road or rail vehicle within the **geographical limits**, or
- (iii) an assault anywhere within the **geographical limits**.

The most **we** will pay is €7,500 per person and €15,000 in total for any one fire, accident or assault.

21. Locks and keys

If **you** lose the keys to **your** home, or to any safe or alarm in **your** home, or the keys are stolen, **we** will pay for reasonable and necessary costs of

- a) gaining access to **your** home
- b) repairing or replacing the keys or locks

The most **we** will pay for any one claim is €1,500.

22. Jury service

We will pay for any financial loss resulting from **you** being called for jury service.

The most **we** will pay for any one claim is €75 a day or €1,500 in total.

23. Warranty replacement

If any item insured under this section is lost or damaged beyond repair by an event covered by this section and **you** hold a current extended warranty for the item, **we** will (after replacing the item) pay the cost of buying a similar extended warranty. **We** will only pay for this if **you** give **us** the original warranty.

24. Title deeds

We will pay the necessary cost of preparing new title deeds to **your** home if the originals are lost or damaged by loss or damage insured under paragraphs 1 to 11 of this section while the deeds are in **your** home, a bank or a safe deposit.

What is not covered

Death caused by any person insured by this policy.

What is covered

25. Gifts and family celebrations

We will pay up to an additional 20% of the **contents** sum insured for gifts and additional provisions in connection with a family celebration such as a wedding or civil partnership or a religious festival such as Christmas.

26. Tenant's liability

We will insure **you** against **your** legal liability as tenant (not owner) of **your** home for damage to the **buildings** and landlords' contents for which **you** are responsible caused by events insured under paragraphs 1 to 11, 14 and 15 of the buildings section.

The most **we** will pay for any one claim is 20% of the sum insured for **contents**.

27. Occupier's and personal liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** in respect of any one accident or series of accidents arising out of or attributable to one event including all costs and expenses which **we** have agreed to in writing against **your** legal liability for: accidental death, bodily injury or disease of any person, or accidental damage to property; happening in the **geographical limits** arising

- (i) solely from **your** occupation (not as an owner) of the **buildings** and its land or any other building or caravan or boat hired or borrowed and used by **you** as temporary holiday accommodation,
- (ii) solely in a personal capacity (not as occupier or owner of any building or land),
- (iii) as an employer of any domestic employee.

What is not covered

Liability arising from the following:

- (i) **Your** owning (not occupying) any land or building
- (ii) Loss of or damage to property belonging to or held in trust by or controlled by **you** unless **you** have hired or borrowed the property for temporary holiday accommodation within the **geographical limits**.
- (iii) Any profession, business or employment involving **you** or any member of **your** family.
- (iv) Injury (including death, disease or illness) to **you**.
- (v) **Your** owning or using **motor vehicles**, lifts, caravans (other than caravans hired or borrowed and used by **you** as temporary holiday accommodation) or any craft designed to travel in on or through water air or space (other than non-mechanically propelled waterborne craft of less than nine metres in length whilst operated on inland waterways or within three miles of the coast).
- (vi) Any vehicle which must be insured under the Road Traffic Acts.

What is covered**What is not covered**

(vii) The transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.

(viii) Any agreement **you** have made unless **you** would have been liable even without the agreement.

(ix) Loss of or damage to property, or injury, death, disease or illness of or to any person caused by a dog to which the Control of Dogs Act 1986 applies.

(x) Any deliberate wilful or malicious act.

(xi) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Limits of indemnity applying to paragraph 27

Note: Legal costs and expenses are included within the limits shown below.

- (i) In respect of **your** legal liability as an employer of domestic employees in the course of their employment, €13,000,000 any one event.
- (ii) In respect of all other claims: €2,600,000 any one event or any alternative limit as shown in **your** schedule.

Cover also applies elsewhere in the world for a total of up to 90 days in any one period of insurance.

What is covered

28. Unpaid compensation or damages

We will pay up to €2,600,000 for all compensation and damages which a court in the **geographical limits** has awarded to **you** and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the compensation and damages occurs within the period of insurance;
- (ii) there is no appeal outstanding and
- (iii) paragraph 27 of this section would have applied if the award had been made against **you** rather than to **you**.

29. Guests' personal belongings

Loss or damage under paragraphs 1 to 11 of this section for **personal belongings** of **your** guests whilst in **your** home.

The most **we** will pay for any one claim is €3,750.

30. Contents in care homes

Loss or damage to **contents** of any member of **your** immediate family whilst they are resident in a care home.

The most **we** will pay is €1,500 for any one claim and €7,500 in total for all claims in any one period of insurance.

What is not covered

(i) Loss or damage if there is any other insurance in force.

(ii) **Personal belongings** of a paying guest or tenant in **your** home.

Settling claims

At **our** option **we** will either replace or pay the cost of replacing as new except for

- (i) household linen and clothing where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including household linen and clothing) where **we** will pay the cost of restoring or repairing the item.

If, at the time of any loss or damage under this section the full cost of replacing the **contents** as new (less an amount for wear and tear on household linen and clothing) is greater than the limit of liability or the sum insured on **contents**, the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

The most **we** will pay for any claim under paragraphs 1 to 11, 13, 14, 15 (i) and 19 of this section is the sum insured depending on any limit shown in **your** schedule.

Your schedule will show any limits for individual items or **valuables**.

We will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

3 Portable possessions

(Your schedule will show if this section applies)

What is covered

Accidental loss of or damage to **personal belongings**, **valuables** and clothing owned by **you** or for which **you** are legally responsible and which are described in **your** schedule, within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Pedal cycles while racing.
- (iii) Theft of unattended pedal cycles away from the home unless they are securely locked to a permanent fixture.
- (iv) Musical instruments used for semi-professional or professional purposes.
- (v) Money, credit cards and other payment cards.
- (vi) Loss or damage from an unattended vehicle unless all windows, hoods, covers and sun roofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- (vii) Loss of or damage to records, films, tapes, cassettes, discs, software or cartridges except for their value as unused material (unless they were pre-recorded in which case **we** will pay the maker's current listed price).

Settling claims

At **our** option **we** will either replace or pay the cost of replacing the item as new except for

- (i) clothing, where **we** will take off an amount for wear and tear, and
- (ii) items that can be economically restored or repaired (including clothing) where **we** will pay the cost of restoring or repairing the item.

The most **we** will pay for any claim is the sum insured, depending on any limit shown in **your** schedule.

We will not reduce the sums insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

4 Personal money and credit cards

This section automatically applies when **you** have cover under the Contents section.

What is covered

Accidental loss of **your personal money** within the **geographical limits**.

This cover also applies for up to 90 days in any one period of insurance, elsewhere in the world.

We will cover financial loss following misuse of credit cards belonging to **you**, providing all the terms under which the cards were issued have been followed.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Shortages caused by mistakes.
- (iii) Loss in value of the money.
- (iv) Loss due to confiscation.

Failure to report loss of credit cards to the issuing company and the Gardaí within 24 hours of discovery.

Settling claims

For **personal money we** will pay the amount of the loss, the most **we** will pay for any claim is the sum insured shown in **your** schedule.

For credit cards, the most **we** will pay in total for each time **your** cards are lost or stolen is €1,950.

We will not reduce the sum insured after **we** pay a claim.

5 Touring caravans

(Your schedule will show if this section applies)

Definition

Touring caravan

A caravan, trailer tent or luggage trailer (including its equipment, awnings, fixtures, furniture, furnishings, utensils and household linen all in or on the touring caravan).

What is covered

1. Accidental loss or damage

Accidental loss of or damage to the **touring caravan** described in **your** schedule, occurring within the **geographical limits**.

This cover also applies for a total of up to 90 days in any one period of insurance, elsewhere in the world.

2 . Recovery and delivery

After any loss or damage insured by this section **we** will pay **you** the necessary and reasonable costs **you** have paid, with **our** permission to:

- (i) protect the **touring caravan** and take it to the nearest suitable repairers;
- (ii) deliver the **touring caravan** to **your** home.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Static caravans.
- (iii) Loss or damage while the **touring caravan** is lent or hired out or is being used other than for social, domestic or pleasure purposes.
- (iv) Loss or damage while the **touring caravan** is used as a permanent home.
- (v) Loss or damage while the **touring caravan** is continuously on a site away from **your** home for more than 30 days, if the loss or damage is caused by the **touring caravan** overturning in a storm or flood (unless it is securely anchored to the ground at all four corners of the chassis).
- (vi) Theft or attempted theft whilst the **touring caravan** is left unattended, unless securely locked and also secured by a wheel clamp or hitchlock.
- (vii) Loss or damage caused by storm to the tent of a trailer tent or any awning.
- (viii) Damage to tyres by punctures, cuts or bursts.
- (ix) Any loss insured elsewhere in this or any other policy.

What is covered

3. Third party liability

We will insure **you** against **your** legal liability as owner of the **touring caravan**, up to €2,600,000 (or any alternative limit shown in **your** schedule) for any one accident or series of accidents, inclusive of all costs and expenses, which **we** have already agreed to in writing.

We will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness;
- or
- accidental damage to property happening in the **geographical limits**.

This cover also applies for a total of up to 90 days in any one period of insurance, elsewhere in the world.

What is not covered

Liability arising from the following:

- (i) The loss of or damage to property belonging to, held in trust or controlled by **you**.
- (ii) Any profession, business or employment involving **you** or any member of **your** family.
- (iii) The **touring caravan** being lent or hired out or being used other than for social, domestic or pleasure purposes.
- (iv) Injury (including death, disease or illness) to **you** or any person employed by **you**.
- (v) Towing or transporting of the **touring caravan**.
- (vi) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (vii) Any deliberate, wilful or malicious act.
- (viii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

We will pay the market value of the **touring caravan** if it is lost, or it would not be economical to repair the damage.

However, if the loss or damage occurs within 12 months of **you** buying the **touring caravan** as new, **we** will pay the cost of replacing it as new, or **we** may replace it as new.

If **we** know that **you** are still paying for the **touring caravan** under a hire purchase or leasing agreement, **we** will pay the hire or lease company if the **touring caravan** is lost or it would not be economical to repair the damage. **Our** liability under this section will then end.

The most **we** will pay for any one claim for loss or damage is the sum insured shown in **your** schedule.

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

6 Boats (Your schedule will show if this section applies)

Definition

Boat

The craft (including surfboards and sailboards) and its equipment, including trolleys, life jackets, outboard motors and trailers.

What is covered

1. Accidental loss or damage

- (a) Accidental loss of or damage to the **boat** described in **your** schedule.
- (b) Salvage charges and the necessary expenses of reducing or preventing a loss which would have been covered by this section.

This cover applies while the **boat** is on land, being transported, or floating on the inland waters of the **geographical limits** or within eight kilometres of the coast.

It also applies while the **boat** is temporarily elsewhere in the world on inland waterways or within eight kilometres of any coast, and in **your** custody or control, for a total of up to 90 days in any one period of insurance.

What is not covered

- (i) The amount of any **excess** shown in **your** schedule.
- (ii) Any **boat** measuring more than six metres in length or having a top speed above 17 knots.
- (iii) Loss or damage while the **boat** is lent or hired out or is being used other than for social, domestic or pleasure purposes.
- (iv) Theft of unsecured fittings or equipment, outboard motors, surfboards or sailboards unless:
 - (a) force was used to get into or out of a locked building or a locked vehicle; or
 - (b) the item was secured on a car roof rack (or on the **boat** in the case of an outboard motor) by an anti-theft device and its normal method of attachment.
- (v) Theft of the trailer unless it is immobilised by a wheelclamp or hitchlock or it is kept in a locked building when not being used.
- (vi) Loss or damage to sails or protective covers unless:
 - (a) caused by fire;
 - (b) caused by the boat being stranded, sinking or colliding with something; or
 - (c) stolen with the craft or from a locked building or vehicle.

What is covered

2. Third party liability

We will insure **you** for up to €2,600,000 (or any alternative limit shown in **your** schedule) against **your** legal liability (as owner of the **boat**) arising from any one accident or series of accidents, inclusive of all costs and expenses, which **we** have agreed to in writing beforehand.

We will provide this cover for liability arising from:

- accidental bodily injury including death, disease or illness,
- or
- accidental damage to property.

This cover applies while the **boat** is on land, being transported, or floating on the inland waters of the **geographical limits** or within eight kilometres of the coast. It also applies while the **boat** is temporarily elsewhere in the world on inland waters or within eight kilometres of any coast and in **your** custody or control, for a total of up to 90 days in any one period of insurance.

What is not covered

Liability arising from the following:

- (i) Bodily injury to workmen or other people **you** employ in connection with the **boat**.
- (ii) The **boat** being transported by road.
- (iii) The **boat** being lent or hired out or being used other than for social, domestic or pleasure purposes.
- (iv) Injury (including death, disease or illness) to **you**.
- (v) The towing or preparing to tow a person for the purpose of paragliding, hang-gliding, water ski-ing, ski-kiteing or similar sports, until the person being towed is safely aboard the **boat** again.
- (vi) Any agreement **you** have made unless **you** would have been liable even without the agreement.
- (vii) Any deliberate, wilful or malicious act.
- (viii) Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Settling claims

At **our** option **we** will pay the cost of replacing or repairing the property or **we** may replace the property or arrange for the repairs to be carried out.

We will pay the market value of the **boat** if it is lost, or it would not be economical to repair the damage.

However, if the loss or damage occurs within 12 months of **your** buying the **boat** as new, **we** will pay the cost of replacing it as new, or **we** may replace it as new.

The most **we** will pay for any one claim for loss or damage is the sum insured shown in **your** schedule.

We will not reduce the sum insured after **we** pay a claim except for total loss or destruction in which case cover will end.

General information (not forming part of the policy)

Complaints procedure

If you have any reason to complain about the advice or service you've received, please contact us as soon as possible.

Our promise to you

We will aim to resolve your complaint within five business days.

If this is not possible:

- We will promptly acknowledge all complaints
- All complaints will be investigated diligently and impartially within Ecclesiastical
- We will respond formally to your complaint as soon as possible
- We will keep you informed of the progress of the investigation.

If you're not satisfied with our response, or we have not completed our investigation after forty business days, you may refer your complaint to:-

The Financial Services Ombudsman,
3rd Floor Lincoln House
Lincoln Place
Dublin 2.

Lo Call: **1890 88 20 90**
Tel: **+353 1 6620899**

www.financialombudsman.ie/

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider is unable to meet liabilities.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:
Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Tel: **0207 741 4100** or **0800 678 1100**
Fax: **0207 741 4101**

Email enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA.

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**You can check this on the
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FCA's website**

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768



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