



Wrightway Home Guardian

Home Insurance



Policy Document
November 2015

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Welcome To Your Home Guardian Insurance Policy

CBL Insurance Europe Limited (CBL) is committed to delivering the promise made by this Insurance Policy through a customer-focussed approach to everything we do. We aim to provide a standard of customer service that fulfils and surpasses your expectations.

This policy which has been arranged by Wrightway Underwriting Ltd is a contract solely between CBL and you. The proposal form or statement of facts and declaration which you made to us forms part of this Contract.

The Schedule and any Endorsements are all part of the Policy and are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Page 6 of this policy booklet.

We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

This cover applies throughout the Republic of Ireland.

A handwritten signature in black ink, appearing to read 'Ronan Ryan', with a long horizontal flourish extending to the right.

Mr. Ronan Ryan ACII

For and on behalf of CBL Insurance Europe Limited
13 Fitzwilliam Street Upper, Dublin 2.

Important Note

This is your Home Guardian Insurance Policy. **Please read it carefully.** It sets out the details of the contract you have made with us. The proposal form or statement of facts and declaration which you made to us are incorporated in and form part of this contract. Failure to disclose material facts could result in your contract being cancelled or invalidated, a claim not being paid, a claim payment being reduced, difficulty in obtaining insurance in the future and failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on the property.

The schedule and any endorsements are all part of your policy and shall be considered as one document. Check your schedule to find out which sections you are insured for and read them along with your policy. You should also pay particular attention to the Conditions and Exclusions set out on Page 27 and 31 as these apply to all sections. Whilst your Home Guardian Policy insures you against a wide range of contingencies, it does not insure you against every possible loss, for example, it is not a maintenance contract, and if the only damage is due to wear, tear or deterioration there is no cover under your policy.

You must tell us immediately of any changes in the information you have given us in your proposal or any other changes which affect or are material to this insurance. Material information is any fact that we would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would change our decision to provide you with insurance or reasonably change the premium we charge or alter the cover and terms we apply to your policy. Information we require includes for example, if you make any alteration to your property, which makes losses more likely to happen or more serious if they do happen. If you do not let us know you could invalidate your policy.

Remember to tell us if you plan to leave your Home unoccupied for more than 30 consecutive days and what additional measures you are going to take. Please note there is a significant reduction in cover when your home is unoccupied for more than 30 days.

Please read this policy and the schedule (including Endorsements) very carefully, they form the contract of insurance. You should pay particular attention to the General Policy Exclusions, the Conditions and any Endorsements which apply.

Please tell your insurance broker as soon as practicably possible if you have any questions, the cover does not meet your needs, or any part of your insurance documentation is incorrect.

This policy is underwritten by us and arranged through Wrightway Underwriting Ltd.

Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium;

We will notify you in writing if (a), (b) and/or (c) apply by giving **You** fourteen (14) days notice that we are terminating this policy.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply. If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** fourteen (14) days' notice that **We** are terminating this Policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the Period of Insurance:

Change In Circumstances

You must tell **Us** immediately when **You** become aware of any changes in the information **You** have provided to **Us** which happen before or during any Period of Insurance.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the cancellation and cooling-off provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

Data Protection Information

All personal information supplied by **You** will be treated in confidence by **Us** and will not be disclosed to any third parties except where **You** consent has been received or where permitted by law or as required in the performance of existing contracts of insurance. In order to provide **You** with products and services this information will be held in the data systems of **Us** or **Our** agents or subcontractors. In accordance with the provisions of the Data Protection Legislation, **You** have the right to receive a copy of all **Your** personal data held by **Us** following a written request (in respect of which a small fee may be charged) and to have any inaccuracies in that personal data corrected.

THIS BOOKLET IS AN IMPORTANT DOCUMENT. PLEASE KEEP THIS POLICY IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

Definitions

We are committed to clearer communications in our dealings with You, the Policyholder. We understand the need and desire for plain English and note that the words used in this document should be given their normal, everyday meaning. However, there are some terms which require more precise definition and we set out hereunder the meaning of these words and terms. To help you identify these words in the policy we have printed them in bold throughout.

The Company / We / Us / Our

The Underwriter, CBL Insurance Europe Limited.

Insured / You / Your

The person or persons named as policyholder(s) in the schedule.

Family

You, Your relatives (including **Your** partner) who permanently reside in the **Home**.

Household

Your Family and domestic staff permanently living in the **Home**.

Home

The house, bungalow or self contained flat/maisonette together with its garages and domestic **Outbuildings** at the address shown in the Schedule, used for private residential purposes.

Outbuildings

Sheds, green houses, summer houses and other buildings (but not caravans, mobile homes or recreational vehicles) which do not form part of the main **Buildings** of the **Home** and are used for domestic purposes

Buildings

The **home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic **Outbuildings**, permanent swimming pools, hard-courts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **Home**.

Premises

The **Buildings** and the land within the boundaries belonging to them.

Contents

1. Household goods, valuable items and belongings, excluding **Money** and **Credit Cards** owned by, or the legal responsibility of **You** or a member of **Your** family when in **Your** home.
2. Tenant's fixtures and fittings.
3. €200 for personal effects of visitors whilst in the **Home** provided they are not insured elsewhere.
4. Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes up to a total value of €4,000.

The following property is not included as Contents:

- Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), electric or motorised wheelchairs, caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Swimming pool covers.
- Pets and livestock.
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the **Home**.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes and securities for money.
- Property used for Business or Trade purposes.
- Plants, trees or any growing matter.
- Contact or corneal lenses.

Valuable Item(s)

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **You** or **Your Family**. The most **We** will pay is one third of the total **Contents** sum insured but not more than €4,000 for any one article, set or collection.

Money

Personal money held for private purposes by **You** or **Your Family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Credit Cards

Credit, cheque, debit, charge or cash cards.

Excess

The amount of each and every claim **You** have to pay.

Endorsement

Any written document that alters the terms and conditions of **Your** policy.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been permanently lived in by **You** or **Your Family**, or any other person with **Your** permission, for more than a period of 30 consecutive days. The property is deemed to be **Unoccupied** if the residency is limited to frequent visits or occasional staying overnight in the property. Visiting the property and/or occasionally staying in the property will not break the **Unoccupied** period.

Terrorism

For the purpose of the general policy exclusion an act of **Terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Cost Of Rebuilding

The full cost of reconstruction of the **Buildings** in the same form, size, style and condition as when new, including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect Surveyor's Fees and the cost of clearing the site and making it and the **Home** safe.

Index Linking

The Sum Insured on **Buildings** will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Society of Chartered Surveyors in Ireland. The sum insured on **Contents** will be adjusted monthly by the percentage movement in the Durable Household Goods Section of Retail Prices, or an alternative index. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

Domestic Employee

Any person under a contract of service with **You** which is solely for private domestic duties including gardeners, persons carrying out repair work other than contractors or persons engaged solely to make extensions or non-maintenance alterations to the **Home**, and other temporary or casual employees.

Section 1 – Buildings & Contents

What is insured	What is not insured
<p>Loss of or damage by the following causes detailed in paragraphs 1 to 10 to the:</p> <ul style="list-style-type: none"> • Buildings (if shown on Your policy schedule) • Contents (if shown on Your policy schedule) while in the Home 	<ul style="list-style-type: none"> • Unless stated otherwise, the first €350 of each and every loss. • Wet or dry rot or any gradually operating cause.
<p>1. Fire, Smoke, Explosion, Lightning, Earthquake</p>	<ul style="list-style-type: none"> • We will not pay for loss or damage caused by smog, agricultural, forestry or industrial operations or any gradually operating cause.
<p>2. Storm, Flood or Weight of Snow</p>	<ul style="list-style-type: none"> • Loss or damage caused: <ul style="list-style-type: none"> (a) by frost, subsidence, heave or landslip, (b) to fences, gates, hedges, trees, shrubs and plants, (c) Loss or damage to Contents outside the Home.
<p>3. Subsidence or Heave of the site beneath the Buildings, or landslip</p>	<ul style="list-style-type: none"> • Damage to swimming pools, hard-courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause. • Damage caused by: <ul style="list-style-type: none"> (a) the normal settlement or bedding down of new structures, (b) the settlement or movement or made-up ground, (c) coastal, lake or river erosion, (d) defective design or faulty workmanship or the use of defective materials, pyrite or inadequate construction of foundations.

What is insured	What is not insured
<p>3. Subsidence or Heave of the site beneath the Buildings, or landslip continued...</p>	<ul style="list-style-type: none"> • Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time and by the same cause. • Damage which originated prior to inception of this policy. • Damage resulting from: <ul style="list-style-type: none"> (i) demolition, construction, structural alteration or repair to the Buildings, (ii) groundworks or excavation. <p>Any loss or damage where compensation is provided by contract or legislation.</p> • Any Loss or damage if any part of the Buildings suffered previous loss or damage by subsidence, ground heave or landslip unless same has been disclosed to and accepted by Us. • The first €2,000 of each and every loss.
<p>4. Malicious Damage, Riot, Labour Disturbances and Civil Commotion</p>	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Loss or damage caused by You or Your Family or any person lawfully in Your Home. • Loss or damage to boundary walls, fences and gates.
<p>5. Escape of Water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance</p>	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Loss or damage caused by subsidence, heave or landslip. • Loss or damage to swimming pools. • Damage to the installation or appliance from which the water escapes • Loss or damage to tiles, walls, floors and ceilings caused by the gradual leakage or seepage of water from all fixed sanitary ware units including baths and shower units. • The first €500 of each and every loss.

What is insured	What is not insured
<p>6. Impact by animals, aircraft or aerial devices, vehicles, or any article dropped from them</p>	<ul style="list-style-type: none"> • Loss or damage caused by domesticated pets or animals. • Loss or damage caused by You, Your Family, Your Domestic Employees, paying guests or tenants.
<p>7. Theft or attempted theft</p>	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, except where there is forcible and violent entry or exit. • Loss or damage caused by any person lawfully in Your Home. • Loss to Contents in excess of €1,000 contained within Outbuildings. • Loss to Contents in excess of €5,000 contained within locked Outbuildings. • If You availed of an alarm discount an additional €500 excess applies if Your alarm is not fully operational when Your home is unoccupied.
<p>8. Leakage of oil from any fixed heating installation</p>	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Loss or damage to the apparatus from which the oil escapes. • For any expenses incurred or levied where You retain experts or contractors (other than for emergency works) without Our express written consent. The engagement, or otherwise, of all experts and contractors in relation to remedial repairs will be subject to Our approval and We reserve the right to select such experts and contractors from Our pre-approved specialist panel. • The first €500 of each and every loss.
<p>9. Falling trees or branches</p>	<ul style="list-style-type: none"> • Loss or damage to gates or fences. • The cost of the removal of the tree or branch unless damage has been caused to the Buildings by its fall. • Damage caused by felling, lopping, or topping of trees.

What is insured	What is not insured
<p>10. Accidental Damage (this cover is operative only if shown on the policy schedule)</p>	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Damage caused by: <ul style="list-style-type: none"> (i) faulty workmanship, defective design, or the use of defective materials or pyrite, (ii) escape of water from drains or drainage systems, (iii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin, (iv) domestic pets, (v) movement, settlement or shrinkage in any part of the Buildings, (vi) movement of the land belonging to the Buildings, (vii) demolition or structural alteration or repair, (viii) any process of heating, drying, cleaning to the Contents. • The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse. • Contents lost in the Home. • Damage to clothing (including furs), hearing aids, contact lenses, Money, stamps, mobile phones or similar devices, coins or medals, food or drink. • Cracking, scratching or breakage of china, marble, porcelain, glass or other similar brittle articles. • Any destruction or damage otherwise shown as not insured under causes detailed in paragraphs 1 to 9 of this policy.

What is insured	What is not insured
<p>11. Rent and Alternative Accommodation</p> <p>If the Home is rendered not fit to live in as a result of loss or damage by any of the causes 1-10 of Section 1 of this policy We will pay up to a maximum of 12 months either the:</p> <p>(a) rent that You are responsible for paying or would have received until the Home is again fit to live in, or</p> <p>(b) reasonable extra accommodation costs, incurred with Our written consent, for You, Your Family and domestic pets until the Home is again fit to live in.</p>	<ul style="list-style-type: none"> • We will not pay more than 15% of the total Buildings and Contents Sum Insured. • We will not pay for the cost of food and drink. • We will not pay for fuel and utility bills, property taxes, water charges or other charges for which You would have been liable if You were still living in the Home. • We will not pay for a standard of accommodation higher than that provided by the Home in which You live. • We will not pay for rent or the cost of alternative accommodation for any period longer than is necessary to reinstate the property.
<p>12. Television or radio aerials, masts or dishes</p> <p>We will pay up to €750 for loss or damage to television or radio aerials, masts or dishes.</p>	
<p>13. Fire Brigade Charges</p> <p>We will pay up to €2,500 for costs You have to pay under the Fire Services Act 1981 in relation to fire brigade attendance at the Home which results in a claim under this policy.</p>	
<p>14. Replacement of locks</p> <p>We will pay up to €500 for the cost of replacing and fitting outside door locks to the Home if the keys of such locks are stolen.</p>	

Buildings - Additional Benefits

What is insured	What is not insured
	<p>Unless stated otherwise, the first €350 of each and every loss</p>
<p>A. Underground Pipes and Cables We will pay up to €5,000 for the cost of repair following manifest accidental damage by external means to cables, underground pipes or underground tanks all servicing the home and for which You are legally responsible.</p>	<ul style="list-style-type: none"> • Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. • Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.
<p>B. Your Liability to the Public We will pay for damages and claimants' costs and expenses which You become legally liable to pay for</p> <p>(a) accidental death of, or bodily injury to or illness or disease of any person or</p> <p>(b) accidental damage to material property</p> <p>up to €2,000,000 in connection with</p> <p>(a) any one claim or</p> <p>(b) series of claims</p> <p>made against You arising out of any one event occurring during the period of insurance and incurred solely as owner (not as occupier) of the Home or the land belonging to the Home.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from: <ul style="list-style-type: none"> (a) any profession, employment or business including a child minding facility (unless disclosed to Us in advance) at the Premises for up to 2 children, (b) the occupation of the Premises, (c) any agreement unless You would have been liable had the agreement not been made, (d) the provision of accommodation for up to 2 paying guests under the rent a room scheme (unless advised to Us in advance) at the premises, • Liability: <ul style="list-style-type: none"> (i) for death, injury, illness or disease of any member of Your Household or any other person permanently residing with You, (ii) for death, injury, illness or disease to a person under a contract of service or apprenticeship with You or a member of Your Family.
<p>C. Emergency Access We will pay up to €750 for damage to the building caused solely by the actions of the emergency services gaining access to the Home in emergency circumstances.</p>	

What is insured	What is not insured
<p>D. Trace and Access</p> <p>We will pay up to €750 for the reasonable costs incurred with Our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<p>Unless stated otherwise, the first €350 of each and every loss</p> <ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Loss or damage to the component from which the water escaped.
<p>E. Fees and other expenses necessarily incurred</p> <p>We will pay the reasonable costs necessarily incurred by You with Our Written Consent as a result of loss or damage by any of the causes detailed in paragraphs 1 to 10 of this policy for:</p> <ol style="list-style-type: none"> (a) architects, surveyors, legal and other fees; (b) the cost of clearing the site and making the Buildings safe; (c) the additional Cost of Rebuilding or repair of the damaged part of the Buildings solely to comply with any government or local authority requirements. <p>The cost of preparing and negotiating the claim provided that such costs are vouched and do not exceed the sum of €600.00 in respect of each loss. Any experts retained as Insurance Intermediaries to assist in the preparation and negotiation of Your claim must be regulated to perform this function by the Central Bank of Ireland.</p>	<p>Costs of complying with any government or local authority requirements You were notified of before the loss or damage occurred.</p>

Contents - Additional Benefits

What is insured	What is not insured
<p>A. Temporary removal of contents</p> <p>We will pay for Contents lost or destroyed by any of the causes detailed in paragraph 1 to 9 of this Policy whilst temporarily removed from the home but remaining in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands,</p> <p>a) up to €1,000 in respect of Contents whilst in student accommodation or otherwise</p> <p>b) up to 10% of the Limit of Indemnity for Contents shown in the schedule.</p>	<p>Unless stated otherwise, the first €350 of each and every loss</p> <ul style="list-style-type: none"> • Loss or damage in a furniture depository. • Loss or damage otherwise shown as not insured under causes detailed in paragraph 1 to 9 of this policy. • Loss or damage caused by storm or flood to property not in a building. • Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> a) a building or b) in the case of student accommodation, a locked room.
<p>B. Fatal Accident</p> <p>We will pay €5,000 if You die as a direct result of an accident in the Home caused by either fire or assault by an intruder in the Home.</p>	
<p>C. Personal Money</p> <p>We pay up to €500 for accidental loss of or accidental damage to Money belonging to You or a member of Your Family, anywhere in the world.</p>	<ul style="list-style-type: none"> • Loss of Money from the Home while any part of the Home is let or sub-let, unless entry to or exit from the Home is made using violence or force. • Stealing of Money from an unattended road vehicle unless from a locked boot or concealed compartment and entry or exit is made using violence or force.

What is insured	What is not insured
	<p>Unless stated otherwise, the first €350 of each and every loss</p>
<p>D. Credit cards Financial loss arising from the unauthorised use following loss or theft of Credit Cards belonging to You or a member of Your Family. The most We will pay is €1,250.</p>	<ul style="list-style-type: none"> • Liability following a breach of the terms and conditions of use. • Unauthorised use by a member of Your Family or Your Domestic Employees.
<p>E. Title deeds We will pay up to €600 for the cost of preparing new title deeds to the Premises if they are lost or damaged by any cause detailed in paragraphs 1 to 9 of this policy while in the Home or while kept in Your bank.</p>	<ul style="list-style-type: none"> • Loss or damage otherwise shown as not insured under causes detailed in paragraph 1 to 9 of this policy.
<p>F. Deep freezer & refrigerator contents We will pay up to €500 for food in a domestic deep freezer in the Home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> • Loss due to the deliberate act of the supply authority. • Loss if the freezer is more than 8 years old at the date of the loss. • The first €125 of each and every loss.
<p>G. Tenants liability (applicable if the Buildings are rented) Any amount which You become legally liable to pay as a tenant, and not as an owner of the Buildings up to 20% of the limit of indemnity for Contents shown in the schedule in respect of damage to the Buildings by any of the causes detailed in paragraphs 1 to 9 of this policy.</p>	<ul style="list-style-type: none"> • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Malicious Damage, theft or attempted theft, caused by You, Your Family or any other person lawfully in Your Home. • Loss or damage otherwise shown as not insured under causes detailed in paragraphs 1 to 9 of this policy.

What is insured	What is not insured
<p>H. Loss of oil and metered water We will pay up to €800 for:</p> <p>(i) the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation.</p> <p>(ii) additional metered water charges incurred by You and resulting from accidental damage to the water system in the Home.</p>	<p>Unless stated otherwise, the first €350 of each and every loss</p> <ul style="list-style-type: none"> • Loss or damage otherwise shown as not insured under causes detailed in paragraphs 1 to 10 of this policy. • Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished for more than a period of 30 consecutive days. • Malicious damage.
<p>I. Contents in the open We will pay up to €750 for Contents while in the open within the boundaries of the land belonging to the Home for loss or damage caused by events detailed in paragraph 1 and paragraphs 3 to 9 of Section 1 of this policy.</p>	<ul style="list-style-type: none"> • Any loss, damage or amount shown as not insured under causes detailed in paragraph 1 and paragraphs 3 to 9 of this section. • Plants and trees.
<p>J. Christmas & wedding gifts We will increase Your Contents sum insured automatically by 10% during the month of December and during the period of one month before and one month after the wedding day of You or a member of Your Family.</p>	

What is insured	What is not insured
<p>K. Public and personal liability</p> <p>We will pay for damages and claimants' costs and expenses which You or any member of Your Family become legally liable to pay for</p> <p>a) accidental death of, or bodily injury to or illness or disease of any person or</p> <p>b) accidental damage to material property</p> <p>up to €2,000,000 in connection with</p> <p>a) any one claim or</p> <p>b) series of claims</p> <p>made against You or a member of Your Family arising out of any one event, occurring during the period of insurance and incurred</p> <p>(i) solely as occupiers, (but not owners) of the Home or the land belonging to the Home; or</p> <p>(ii) for owner occupier policyholders in a personal capacity, (not as occupier or owner of any building or land) occurring in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.</p> <p>We will also pay legal costs and expenses incurred with Our written consent in the defence of any claim made against You or Your Family.</p>	<p>Unless stated otherwise, the first €350 of each and every loss</p> <ul style="list-style-type: none"> • Liability arising directly or indirectly from: <ul style="list-style-type: none"> (a) any profession, employment or business including a childminding facility (unless disclosed to Us in advance) at the Premises for up to 2 children, (b) the ownership of any land or building, (c) any agreement unless You or a member of Your Household have been liable had the agreement not been made, (d) the provision of accommodation for up to 2 paying guests under the rent a room scheme (unless advised to Us in advance) at the Premises, (e) the transmission of any communicable disease or virus by You or any member of Your Household, (f) racing, hunting or playing polo, (g) wilful, malicious or criminal acts. • Liability arising directly or indirectly from the ownership or use of: <ul style="list-style-type: none"> (i) lift, caravan, aircraft, sailboards or watercraft including jetskis (other than the hand propelled watercraft), (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery) trailer caravan or vehicle trailers whether attached or not attached to a vehicle which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this, (iii) animals except domestic pets other than dangerous dogs, as specified in regulations made under the Control of Dogs Acts or amendments thereto unless such dogs are, at all times, muzzled, under effective control and capable of identification. (iv) horses unless ownership, possession, use or control is in accordance with Local Authority Bye-laws as made under the Control of Horses Act 1996 and subsequent amendments,

What is insured	What is not insured
	<p data-bbox="539 229 964 284">Unless stated otherwise, the first €350 of each and every loss</p> <p data-bbox="539 296 650 320">continued...</p> <ul style="list-style-type: none"> <li data-bbox="586 331 978 386">(v) firearms, other than properly licensed shotguns. <li data-bbox="539 397 947 480">• Liability for death, bodily injury to any member of Your Family or any other person permanently residing with You. <li data-bbox="539 491 990 596">• Liability for loss of damage to property owned by, or in the custody or control of any member of Your Family or any person permanently residing with You.
<p data-bbox="117 612 505 636">L. Accidents to domestic employees</p> <p data-bbox="117 646 512 866">Any amounts which You or a member of Your Family become legally liable to pay as damages for death of, bodily injury to, or illness or disease to Your Domestic Employees directly employed by You or a member of Your Family in connection with Your Premises or any temporary residence within the Republic of Ireland.</p> <p data-bbox="117 877 516 983">The most We will pay for any one claim or number of claims arising from one cause is €2,000,000. (This includes all costs agreed by Us in writing).</p>	<ul style="list-style-type: none"> <li data-bbox="539 612 695 636">• Liability for: <ul style="list-style-type: none"> <li data-bbox="539 646 978 729">a) death of, bodily injury to, or illness or disease of any member of Your family or any other person residing with You, <li data-bbox="539 740 995 930">b) death of, bodily injury to, or illness or disease to any person employed by You or a member of Your Family for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.

Basis of Claims Settlement

- (a) **We** will indemnify **You** by payment or, at **Our** option, by reinstatement, replacement or repair, for loss or damage by any of the Insured causes listed in paragraphs 1 to 10 subject to the conditions and exclusions set out in this policy, with a deduction for wear and tear made only in respect of clothing, footwear, floor coverings, household linen and pedal cycles.
- (b) **We** will pay up to the sum insured for **Buildings** shown in the schedule (plus any **Index Linking** adjustment applicable) for the **Cost of Rebuilding**, repairing or replacing the damaged parts of the **Buildings**, inclusive of any amount which may become payable under Building - Additional Benefits section of this policy.
- (c) If the **Buildings** are not rebuilt or repaired **We** will pay at **Our** option the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
- (d) If the **Buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- (e) If at the time of any loss or damage the sum insured is less than the **Cost of Rebuilding**, **We** will reduce the claim payment by the same percentage the property is under insured by. (Average Clause – see below)
- (f) The maximum amount that **We** will pay in respect of any one loss for **Contents** is the limit of indemnity stated in the schedule.
- (g) If at the time of any loss or damage the total cost of replacing all of the **Contents** as new, less an allowance for wear and tear for clothing, footwear, floor coverings, household linen and pedal cycles, is greater than the limit of indemnity for **Contents** shown in the schedule, **We** will pay only that proportion of the loss which the limit of indemnity bears to the replacement cost. (Average Clause – see below)
- (h) The most **We** will pay is one third of the total **Contents** sum insured but not more than €4,000 for any one article, set or collection unless these **Contents** are disclosed to **Us** in advance.
- (i) **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- (j) In the event of loss or damage to any one article or pair or set of articles where the value exceeds €2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

Staged Claim Payments

Where **We** elect to settle **Your** claim on a cash basis, **We** may release a proportion of the estimated cost of repair/reinstatement prior to completion of the work. **You** must keep **Your** receipts for any repair/reinstatement work as **You** will need to validate these costs. The balance of the cost, known as a 'staged claim payments', will be paid to **You** on receipt of the relevant documentation that validates the costs incurred by **You** for the repair/reinstatement work (e.g. VAT invoices).

Automatic Reinstatement

We will not automatically reduce the Sum Insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Underinsurance (Average Clause)

If the sum insured at the time of the insured loss or damage is less than the **Cost of Rebuilding** or replacing as new all the **Buildings & Contents** covered then **You** shall be considered as being **Your** own insurer for the difference and **We** will pay only that proportion of the loss or damage which the sum insured bears to such cost.

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

Section 2 – All Risks Cover

The following insurance applies ONLY when an All Risks Sum Insured is shown in the schedule.

What is insured	What is not insured
<p>Loss of or damage to the Contents by the following causes:</p>	
<p>We will cover You by payment or, at Our option, by reinstatement, replacement or repair, for loss or damage caused to:</p> <ol style="list-style-type: none"> 1. any item specified in the schedule up to the sum insured shown against that item. 2. other items up to the unspecified items sum insured shown in the Schedule in respect of any one claim subject the limit of €1,000 in respect of any one unspecified item. 	<p>We will not cover the following, either as a specified item or an unspecified item;</p> <ul style="list-style-type: none"> • loss or damage due to any gradually operating cause. • loss of or damage to Money of any kind. • loss of or damage to camping equipment. • loss of or damage to documents of any kind. • loss of or damage to any item used for business, trade or professional purposes. • loss of or damage to household goods. • loss of or damage to pottery, porcelain, terracotta, glass or other fragile or brittle items other than by fire and theft. • theft of any bicycle (or of its tyres, accessories or fittings) left both unlocked and unattended away from the Home. • loss of or damage to any bicycle while being used for racing or while used for hire or reward. • loss of or damage to tyres, accessories or fittings of any bicycle unless the bicycle is damaged at the same time. • theft or attempted theft of an item from any unattended vehicle: <ol style="list-style-type: none"> a) unless all windows, including sunroof, and doors are securely locked, b) unless, in the case of a convertible vehicle, the roof is securely locked, c) unless the property is completely concealed within a closed compartment or locked boot.
<p>Geographical Limits</p> <p>The cover provided by this section applies to insured property in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man and for not more than 60 days in any one period of insurance while elsewhere in the world.</p>	

What is insured	What is not insured
<p>Loss of or damage to the Contents by the following causes:</p>	
<p>continued...</p>	<ul style="list-style-type: none"> • loss of or damage to sports equipment while in use. • loss of or damage to golf clubs or sets left unattended in or outside any golf club. • damage to guns where the damage is caused by bursting or rusting. • loss of or damage to musical instruments used or held for business or professional purposes. • damage to reeds, strings or skins of musical instruments. • damage caused by animals owned or in the care, custody or control of You or members of Your Household. <p>Unless the following are specified items on the schedule and subject to the above exclusions, We will not cover;</p> <ul style="list-style-type: none"> • loss of or damage to all sports equipment including those used for water sports or for winter sports. • loss of or damage to hearing aids, contact lenses or dentures. • loss of or damage to any bicycle. • loss of or damage to guns. • loss of or damage to musical instrument. • loss of or damage to mobile phones including accessories. • loss of or damage to personal computers, laptops or other computer equipment including accessories. • loss of or damage to personal electronic entertainment devices such as Sony PlayStation, Microsoft X-Box, Sony PSP, Nintendo Wii, Nintendo DS or i-Pod devices or Blu-Ray, MP3 or DVD players or other similar devices including accessories. <p>The first €100 in respect of each loss for unspecified items.</p> <p>The first €50 in respect of each loss for specified items stated in the Schedule.</p>

All risks cover basis of claims settlement

We will pay the full cost of replacement as new or repair of the article lost or damaged less an amount for wear and tear in respect of clothing and furs or at **Our** option **We** will replace the article or arrange for its repair. If **You** do not replace the article which is lost or damaged beyond economical repair **We** will pay the resale market value only.

Policy Conditions

1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2. Your duty to prevent loss or damage

You and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.

3. Your personal representatives

If **You** die, **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

4. Change in circumstances

You must inform **Us** of any change in circumstances which increases the risk of loss, injury or damage. In particular **You** must notify **Us** if **Your Home** becomes **Unoccupied** and if **You** change **Your** address. **We** must also be advised if at any time the value of the **Buildings** or **Contents** exceeds the limit of indemnity shown in **Your** schedule.

5. Cancellation and cooling off period

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

You are entitled to cancel this policy by notifying **Us** in writing within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your** period of insurance; whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which **We** reserve the right to retain the full premium.

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

You are entitled to cancel this policy after the cooling-off period by notifying **Us** in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force. If **You** have made a claim in which **We** reserve the right to retain the full premium.

If cancellation is at **Your** request and during the first period of insurance (after the cooling-off period), Wrightway Underwriting Ltd will deduct an administration charge of €75 from any refund allowed.

(c) **Our** Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including, but not limited to:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim; by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force. If **You** have made a claim in which **We** reserve the right to retain the full premium.

6. Fraud

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** claim or any other claim **You** have made or may make under this policy. In addition, **We** will have the right to:

- (a) treat this policy as if it never existed, or at **Our** option terminate this policy, without returning any premium that **You** have paid;
- (b) recover from **You** any amounts that **We** have paid in respect of any claim, whether such claim was made before or after the fraudulent claim; and
- (c) refuse any other benefit under this policy.

7. Arbitration

If there is a dispute arising out of this policy, 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. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

8. Other insurances

If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.

9. Notification of a claim

When **You** become aware of a possible claim under this policy, **You** must notify **Us** as soon as possible but no later than 30 days. The Police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **Your** own expense, provide **Us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **You** or **Your Family** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **Our** written consent.

10. Company's rights after claim

We have the right to the salvage of any insured property. **You** may not, without **Our** consent, abandon any property to **Us**.

We are entitled to take the benefit of **Your** rights against another person before or after **We** have paid a claim, **We** are entitled to take over the defence or Settlement of a claim against **You** by another person. **We** will pay any reasonable costs and expenses involved.

11. Payment of premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due. Where the **Insured** has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the policy cover immediately from the date of such default. Where the policy is cancelled mid-term and a claim has occurred and been paid by **Us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **Our** discretion.

12. Policy excess

Where any single event results in a claim under more than one section of the policy, the highest **Excess** only will apply.

13. Law applicable to the policy

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish Law.

14. Stamp duty

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of The Finance Act 1990.

15. Insurance Act

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

16. No Claim Discount

If **You** have not made a claim or no claim arises under this policy during a period of insurance **We** will reduce the renewal premium in accordance with **Our** No Claim Discount scale up to maximum of 6 years.

If **You** make a claim under this policy during a period of insurance **We** will decrease the No Claim Discount to zero years at the following renewal. If **You** make a claim in a period of insurance which is not taken into account in the renewal terms issued to **You**, **We** may reduce **Your** No Claims Discount to zero at the following renewal.

If **You** make a claim under this policy **We** may also apply additional premium loadings, policy conditions and/or cover restrictions at the following renewal.

General Policy Exclusions

What is not insured by this policy.

- 1 Loss or destruction of, or damage to any property or any direct or indirect loss, or any legal liability directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

This exclusion does not apply to accidents to **Domestic Employees**.

- 2 Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 3 Any loss suffered by **You** or **Your Family** due to any person obtaining property by deception.
- 4 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **You** or any member of **Your Family**.
- 5 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs 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.
- 6 Direct or indirect loss, damage, derangement or malfunction of any insured item as a result of a failure of that item of any part thereof to correctly recognise the date changes or Computer viruses.
- 7 Loss, damage or destruction or any cost or expense of whatsoever nature arising directly or indirectly from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of **Terrorism**. This exclusion does not apply to accidents to **Domestic Employees**.
- 8 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, decorating, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause
- 9 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.

Making a Claim

Accidents can happen. If **You** are unfortunate to have an accident, **You** can should contact **Your** insurance intermediary.

What **You** should do

First, check **Your** insurance policy to see if the incident that has occurred is covered by **Your** Policy.

If it is, then please contact **Your** insurance intermediary who will take details of **Your** claim and arrange to notify Wrightway Underwriting Ltd who will arrange for an approved loss adjuster, if required, to call out to **Your Home** and deal with the damage that has occurred.

We will also find out what items have been damaged or stolen and take steps to organise replacements at **Our** discretion.

Claims notification period

Please note that all claims must be notified as soon as possible but no later than 30 days of their occurrence. Please refer to the Policy Conditions section of this document and familiarise yourself with **Your** obligations as failure to comply could result in **Your** claim being refused.

Complaints Procedure

At CBL Insurance Europe Limited, **We** care about **Our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that **You** have cause for complaint about **Your** policy, **You** should first contact **Your** insurance intermediary who sold **You** the policy.

If **Your** complaint is not resolved by **Your** insurance intermediary, please contact:

Complaints Officer, Wrightway Underwriting Ltd, Limekiln House, Drinagh, Co Wexford.

Tel: (053) 9167100

Email: info@wrightway.ie

If the complaint is still not resolved to **Your** satisfaction, **You** should write to **Our** Complaints Department at:

CBL Insurance Europe Limited, 13 Fitzwilliam Street Upper, Dublin 2.

Alternatively **You** may wish to contact:

Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Lo Call: 1890 88 20 90

Tel: +353 1 6620899

Fax: +353 1 6620890

Email: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

Your right to take legal action is not affected by following any of the above procedures.

Policy Endorsements

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

1. Hotel/Motel (Jewellery) Clause

This insurance does not cover loss of or damage to jewellery whilst on the premises of hotels or motels unless it is being worn by **You**, or is contained in a locked safe or vault.

2. Alarm Condition

It is a condition precedent to liability that:

- The intruder alarm, which **We** have details of must be used overnight and when no authorised person is in the **Buildings**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **Us**.
- Any fault brought to **Your** notice must be corrected immediately. Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond **Your** control.
- **You** must not alter the intruder alarm systems without telling **Us**.
- **You** must immediately tell the intruder alarm installer and **Us** if the Police withdraw response to alarm calls.

3. Safe Warranty

This insurance does not cover theft in respect of jewellery from the **Home** unless the jewellery is kept in a locked safe whilst not being worn.

4. Keys Clause

This insurance does not cover theft of jewellery from safe(s) unless **You** have removed the keys of the safe(s) from the **Home** while **You** are absent from the **Home**.

5. Climatic Condition Clause

The insurance does not cover:

- loss or damage caused by climatic or atmospheric conditions or extremes of temperature unless such loss or damage would be recoverable under an ordinary fire insurance policy and
- if musical instruments are insured hereunder, breakage of strings, reeds or drum heads from any cause.

6. Musical Instruments Clause

This insurance provides cover against loss or damage to the musical instruments specified in the schedule, but does not cover:

- loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching or denting.
- any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes.
- breakage of strings, reeds or drum heads.
- any loss or damage caused by cleaning or repairing or atmospheric conditions.
- Theft from any building or **Premises** is excluded unless force, resulting in damage to the building or **Premises**, was used to gain entry.
- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the instrument is left unattended.
- Theft of the equipment from any unattended motor vehicle is excluded unless, the instrument is concealed in a locked boot and all the vehicles security systems have been activated.

7. Theft Limitation Clause

This insurance does not cover theft or attempted theft from the **Home** other than as a result of forcible and violent entry.

8. Non-Standard Construction Clause

It is agreed that the **Home** is not of standard construction.

9. Protections Condition (Minimum Security Clause)

This insurance does not cover theft from the private dwelling of the **Home** unless the under noted minimum protections are fitted:

- All external doors are fitted with a rim lock with deadlock bolt action or a 5 lever mortise deadlock or, if the door is UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder.
- Patio or French Doors must be secured by a multi-point locking system with a lever or cylinder deadlock; or other key-operated vertical security bolts fitted internally at the top and bottom.

- All ground floor and other accessible opening windows are fitted with key operated security locks.
- All garages and outbuildings are fitted with locks and / or padlocks.

10. Subsidence, Heave Of The Site Beneath The Buildings, Or Landslip Exclusion Clause

Subsidence or heave of the site beneath the **Buildings** stand or landslip as shown in Peril 3 of Section 1 **Buildings & Contents** is not covered by this insurance.

11. Flood Exclusion Clause

Section 1 **Buildings & Contents** of this insurance do not cover loss or damage caused by flood.

12. Contractors Exclusion Clause

The insurance excludes loss, damage or liability arising out of the activities of contractors.

13. Business Use Clause

In return for the payment of an extra premium Section 1 - **Buildings** - Additional Benefits, Paragraph B, Your liability to the public and **Contents** - Additional Benefits, Paragraph K, public and personal liability extends to include **Your** legal liability, as defined in that section, for using the **Home** for the business purposes which are detailed in the schedule. However, **We** will not cover any liability arising out of advice given or services rendered in respect of **Your** profession, occupation, business or employment.

14. Mortgagee's Interest Clause

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Buildings** hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

15. Protection Maintenance Clause

It is a condition precedent to **Our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.

16. Automobile And Vehicle Clause

This insurance does not cover theft or disappearance from road vehicles of every description owned by **You** or under **Your** control or the control of **Your** staff or agents or representatives whilst such vehicles are unattended.

17. Unoccupancy Clause

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- The **Home** must be inspected at least once every 7 days by a responsible adult.
- The **Contents** under Section 1 (if included in **Your** schedule) are restricted to **Household** goods, furniture, furnishings and appliances.
- A further €300 **Excess** applies in addition to any other standard policy excesses.
- It is a condition precedent to **Our** liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.
- Valuables and Personal Belongings cover under Section 2 All Risks Cover (if included in **Your** schedule) excludes cover for theft from the **Home**.

19. Flat Roof Water Ingress Clause

We will not pay for any loss or damage arising as a result of water leaking through **Your** flat roof, unless the loss or damage is caused by an insured event.

21. Buildings Used Partly For Business, Profession Or Trade

The **Buildings** will include those areas which have been declared to **Us** as being used in connection with **Your** business, profession or trade.

22. Settings Warranty

We will not provide any cover under Section 2 - All Risks Cover for loss or damage to stones or repairs to settings, unless the jewellery has been examined at least once every 2 years by a competent jeweller. **We** need written confirmation from the jeweller that all settings are in good order.

23. Work Being Carried Out On Property

We will not cover loss, damage or liability arising from property which is being worked upon.

26. Contents Whilst At University/College

Section 1 **Contents** is extended to cover **Contents** up to the value of €3,000 in total (with the limit for any one item being €750) belonging to a member of **Your Family** who is away at university /college during term time but who usually resident at **Home**. Theft is not covered unless by forcible or violent entry.

28. Let Property Clause

It is warranted that whilst the risk address is to be let, the following conditions will apply:

- Tenancy agreements for 6 months and over must be in force at all times along with suitable references.
- A further €200 **Excess** applies in addition to any other standard policy excesses.
- Let to professionals only and all local and national authority regulations are complied with.
- Clause 17 will apply automatically once the **Home** has been **Unoccupied** for more than 14 days.
- Loss or damage caused by a deliberate act of any occupant or their guests is excluded.
- This insurance does not cover theft or attempted theft from the **Home** other than as a result of forcible and violent entry.
- If **Your Home** becomes **Unoccupied** or there is a change in tenant, **You** must tell **Us** immediately and **We** may adjust the premium and / or terms of **Your** cover.

29. Computer Systems Records Exclusion Clause

This insurance does not cover loss of or damage to computer systems records.

33. Tools Clause

Section 2 - All Risks Cover of this insurance extends to provide cover on tools but does not cover:

- losses from motor vehicles unless said vehicle is stolen at the same time,
- theft from **Your** garage/**Premises** unless following forcible and violent entry, breakage whilst in use.
- any single article in **Excess** of €300.

- Any tools used for professional purposes or in connection with a trade or business.

37. Limitation To Cover Clause

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal Liability only, in respect of the **Premises** as stated in the schedule.

38. Limitation To Cover Clause - Fire Only

Cover under this policy of insurance is limited to the peril of Fire only in respect of the **Premises** as stated in the schedule.

39. Unoccupied Property Up For Sale (Furnished Properties)

It is warranted that, in addition to the terms and exclusions stated within the policy wording, whilst the **Home** is **Unoccupied** the following will apply:

- The **Home** must be inspected at least once every 7 days by a responsible adult.
- Theft cover is restricted to forcible and violent entry.
- Loss or damage caused by escape of water from water tanks apparatus and pipes is excluded.
- A further **Excess** of €300 applies for all claims caused by storm, Flood, theft and malicious damage.
- The **Contents** under Section 1 (if included in **Your** schedule) are restricted to **Household** goods, furniture and furnishings and appliances.
- All Risks Cover under Section 2 (if included in **Your** schedule) excludes cover for theft from the **Home**.
- It is a condition precedent to liability that all protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.

40. Unoccupied Property Up For Sale (Unfurnished Properties)

Cover under this policy of insurance is limited to the perils of Fire, Lightning, Explosion, Aircraft and Legal liability only, in respect of the **Premises** as stated in the schedule. Subject to **Your** compliance with the following:

- All protections provided for the safety of the insured property be maintained in good order throughout the period of this insurance and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.

- The **Home** must be inspected at least once every 7 days by a responsible adult.
- **You** will be responsible for a further €300 **Excess** of every claim. In the event of this policy being cancelled a return premium will be made to **You** for the unexpired period of insurance, except where the policy is cancelled within six months of inception when **We** will retain a minimum of six months premium. If a claim is paid during this insured period then no return premium will be given.

42. Holiday Homes Used For Family Use (Furnished)

It is warranted that, in addition to the terms and conditions stated within the policy wording, whilst the **Home** is being used as a Holiday Home for **Family** use, the following will apply:

- The **Home** must be inspected at least once a month by a responsible adult.
- The **Contents** are restricted to **Household** goods, furniture and furnishings and appliances.
- A further €300 **Excess** applies in addition to any other standard policy excesses.
- All protections provided for the safety of the insured property be maintained in good order throughout the period of unoccupancy and be in use at all times when the **Home** is left unattended. Such protection shall not be withdrawn or varied without **Our** consent.

43. Flat Roof Clause

In respect of Section 1 **Buildings**, event 2 Storm or **Flood** – under what is not covered, the following is added:

- A further €300 **Excess** applies in addition to any other standard policy **Excesses** of every claim for loss or damage to flat roofed areas of the **Buildings**.
- flat roofs which have not been recovered within the last 12 years.
- loss or damage arising as a result of water leaking through **Your** flat roof, unless the loss or damage is caused by an insured event.

49. High Value Jewellery / Watch Clause

This insurance does not cover theft or disappearance of **Your** specified jewellery and / or watch(es) unless:

- being worn or
- deposited in a bank or locked safe or hotel/motel safe or
- carried by hand or is under **Your** personal supervision.

56. Heating Warranty

It is warranted the water system are turned off and drained between 1st November and 31st March annually or that the central heating system is maintained at a minimum temperature of 65 degrees Fahrenheit.

84. Laptop Computer Clause

Cover in respect of Section 2 All Risks is extended to include the electronic equipment (s) specified in the schedule subject to the following additional terms and conditions:

- Theft away from the **Home** whilst on/in any form of public transport or public place is excluded if the electronic equipment is left unattended.
- Thefts of the equipment from any unattended motor vehicle are excluded unless, the equipment is concealed in a locked boot and all the vehicles security systems have been activated.
- Theft from any building or **Premises** is excluded unless force, resulting in damage to the building or **Premises**, was used to gain entry.
- Loss of or damage to accessories of any kind is not covered.
- The theft, loss or disappearance must be reported to the police within 24hrs.
- Any loss of or damage to information or data or software contained in or stored on the electronic equipment whether arising as a result of a claim paid by this insurance or otherwise is specifically excluded.

Subject also to the conditions and exclusions as stated within the policy.

85. Chimney Clause

It is **Your Duty** to ensure that:

- All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within two weeks of the inception or renewal date of this insurance or not more 6 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **You** must have them cleaned at not more than 6 monthly intervals.
- **You** must keep in **Your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for **Our** inspection if **We** ask for them.
- For the purposes of this insurance "professionally" shall refer to an individual or company who are competent and hold appropriate insurance to carry out this activity.

- If **You** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

86. **Buildings** Over 100 Years Old Clause

It is noted that the home is re-roofed, re-wired and re-plumbed post 1969.

Wrightway Underwriting Ltd is regulated by the Central Bank of Ireland.

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