



March 2023

Excellence Policy

Know You Can

If you need assistance

Property Damage

In the event of a property damage claim, please call our 24 hour claims helpline on:

0818 7 365 24

Emergency Property Repairs

If you need to arrange emergency property repairs, please call our 24 hour home helpline on:

0818 7 365 24

Legal advice

If you need personal legal advice on any matter please call our legal helpline on:

The legal helpline operates 8am to 8pm Monday to Friday

(excluding bank holidays) and 10am to 1pm on Saturdays. When calling the legal helpline please quote "AXA Excellence".

01 865 8807

Counselling Helpline

If you needs confidential counselling, please call our counselling helpline on:

09064 86359

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Caring for you

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

This is our complaints process to help you:

- For a complaint about your policy, contact your **Broker** (if any) or your local AXA office.
- For a complaint about your claim, contact our claims action line on **0818 7 365 24**.

If we cannot sort out your complaint, you can contact our Customer Care Department on

- **0818 505 505** or:
- email: **axacustomer@axa.ie**; or
- write to **AXA Insurance, Customer Care, Freepost, Dublin 1**.

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

- Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin D02 VH29.
- Tel: **+353 1 567 7000**
- Email: **info@fspo.ie**
- Web: **www.fspo.ie**

Our promise to you

We will reply to your complaint within five days.

We will investigate your complaint.

We will keep you informed of progress.

We will do everything possible to sort out your complaint.

We will use feedback from you to improve our service

Your Policy

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

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

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

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

Your policy includes:

- ▶ the policy wording in this booklet
- ▶ the schedule (which has your details, the cover which applies, the amounts which you have insured for, excesses and the period of insurance); and
- ▶ any endorsements which apply. (An endorsement is a document which amends the policy wording).

As long as you have paid or agreed to pay the premium, we will insure loss or damage which happens during the period of insurance as described in the following pages for those sections you have chosen.

On behalf of AXA Insurance dac



Marguerite Brosnan,

Chief Executive
AXA Insurance dac

Registered number 136155. Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1

Definitions in this policy

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

Accidental damage

Unintentional physical damage by external violent and visible means.

Agreed value

The value of an item we agree with you for the purpose of this policy only. Please note that we are not guaranteeing that this is the value that the item would gain if you sold it. You should not rely on the agreed value for any purpose except insurance with us.

Bodily injury

Death, illness, personal injury or disease.

Buildings

- The structure of the home, domestic outbuildings and garages.
- Statues, urns, sculptures, fixtures and fittings attached permanently to and forming part of the home, outbuildings and garages which are not specifically insured under section D.
- Wall coverings and other decorations inside the home.
- Paved terraces, patios, drives and paths.
- Columns, walls, gates and fences.
- Tennis courts, swimming pools and other sporting structures.
- Tanks, drains, pipes and cables serving the home.

all forming part of the home specified in the schedule.

Business property

Business property is limited to office furniture, furnishings, office equipment including documents, computer equipment and computer records.

Consequential loss

Any additional loss, damage, cost, expense or other financial liability occurring as a result but after any insured event.

Collection

The art, antiques or other property you own or have a legal interest in which is shown in section D of the schedule.

Contents

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

- household goods and household appliances;
- carpets and satellite dishes fixed to or in the home;
- business property;
- your fixtures and fittings;
- jewellery not specifically insured under section E only if valued under €2,500 for each item and €10,000 in total;
- personal possessions not specifically insured under section E only if valued under €2,500 for each item and €10,000 in total;
- coins, stamps and medals forming part of a collection only if valued under €2,500 in total;
- gold, silver and plated articles only if valued under €10,000 in total;
- money (as defined below), up to €5,000 in total.

Contents does not include:

- property more specifically insured under any other section of this policy;
- buildings (other than your fixtures and fittings) or any part of them;
- any living thing;
- mechanically propelled or assisted vehicles (other than motorised gardening equipment, golf buggies or invalid carriages) caravans, trailers, watercraft, hovercraft or aircraft (other than handpropelled or models) or parts or accessories in them or attached to them; or
- securities, certificates and documents of any kind.

Credit cards

Credit, cheque, charge, debit or cash-dispenser cards.

Damage

Physical damage.

Data

Information stored on a computer.

Depreciation

The reduction in value of an item directly caused by damage to that item less any repair or restoration cost.

Endorsement

An alteration to the terms of the policy.

Excess

The amount you are responsible for in respect of any loss, damage or claim.

Fixtures and fittings

All items that are fitted to and form part of the structure of your home including;

- wall coverings and other interior decorations;
- bathroom suites;
- fitted kitchens;
- flooring but excluding carpets.

Home

The private dwelling home at the address shown in the schedule including its outbuildings and garages all used for domestic purposes.

Jewellery

Gemstones, pearls, watches or items of gold, silver or other precious or semi-precious metals or items made of them designed to be worn on the person.

Money

Cash, cheques, postal orders, banker's drafts, travellers' cheques, saving stamps and certificates, premium bonds and gift tokens all held for social or domestic purposes only.

Outbuildings

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

Personal belongings

Items you would usually carry on you, including baggage, clothing, cameras and camcorders, furs, sports equipment, laptop computers, personal organisers, mobile phones, hearing aids and musical instruments.

Period of insurance

The period for which we have accepted your first or any further premium.

Policy

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

Premises

The buildings and the associated land, all at the address shown in the schedule and all used for domestic purposes.

Property in the open

Contents suitable to be used and left outside.

Safe

A strong lockable cabinet built of reinforced steel and specifically designed to protect jewellery and items of high value from theft or unauthorised removal. It must be made by a recognised specialist manufacturer and be securely fixed to the wall or floor of the building it is in.

Schedule

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

Standard construction

Built entirely of brick, stone or concrete and roofed entirely with slates, tiles or with concrete.

Statement of fact / proposal form

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

Temporarily elsewhere

Away from the home for no more than 90 days in a row.

Unfurnished

Does not contain enough furniture for normal living purposes.

Unoccupied

Not lived in by you or by a person authorised by you for more than 60 days in a row, or not inspected twice a week by you or a person authorised by you.

We, our, us

AXA Insurance dac.

You, your

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

We explain other words elsewhere in the policy or schedule. Your policy is designed to help you understand the cover provided. You will find on many of the pages these headings.

What is covered

These sections are printed on a pale blue background

What is not covered

These sections are shown on a light grey background

How we settle claims

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

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

Where we agree to pay your claim we reserve the right to withhold a percentage of the final payment until the repair, replacement or re-instatement works are completed and validated through the submission of a final invoice and (where required by AXA) a final inspection report.

Percentage of final payment we may retain:

- up to 5% if the settlement amount is less than €40,000
- up to 10% if the settlement amount is €40,000 or more

Buildings

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

Contents

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

Other insurance policies

If any injury, loss or damage is covered by any other insurance, we will not pay more than our share. This does not apply to the fatal accidents section under contents.

Inflation protection

Buildings

To help protect you against inflation, we will adjust the sum insured under the buildings section each month, in line with an appropriate index we have chosen.

Contents and personal possessions

To help protect you against inflation, we will adjust the sum insured under sections B and E each month, in line with an appropriate index we have chosen.

The following applies to buildings, contents and personal possessions.

- If an index falls, we will keep the sums insured and monetary limits at the same level.
- We do not charge for this inflation protection at the time of the monthly increase but when you next renew your policy your sums insured will be adjusted accordingly.
- Inflation protection will not apply to the monetary limits.
- During the period of repair, following loss or damage to the building, we will continue to protect the sum insured against inflation as long as:

a. you take reasonable steps to make sure that the repair or replacement is carried out immediately; and

b. the sum insured at the time of the loss or damage represents the full value.

Although you have the benefit of inflation protection, you should not rely on this alone to keep the buildings and contents sums insured at the correct level.

The replacement cost of your building or contents may be growing faster than inflation - perhaps because of a new extension or new items you have bought. It is a condition of your policy to insure for the correct amount.

What is not covered

General exclusions

These exclusions apply to the whole policy.

1. Sonic bangs

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

2. Radioactive contamination

We will not pay for any loss, damage or legal liability directly or indirectly caused by or contributed to by or arising from:

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

3. War and terrorism exclusion

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

- **a.** war, riot, revolution or any similar event;
- **b.** any government, public authority or local authority legally taking or destroying your property;
- **c.** any act of terrorism. We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

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

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

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

4. Excess

We will not pay the first:

- €500 of any claim (unless otherwise shown in the policy or schedule)
- €1,000 of any escape of water claim
- €5,000 of any subsidence claim.

We will not apply the policy excess to claims under sections C (Liability), D (Collections), F (Legal Expenses) and G (Home Assistance).

5. Risks to computers

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

- **a.** the loss or alteration of or damage to; or
- **b.** a reduction in how a system works of;

computer system, hardware programme, software, data-information store, microchip integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs or trojan horses.

6. Exclusions applying to sections A (buildings), B (contents), D (collections) and E (personal possessions)

We will not pay for loss or damage caused by wear and tear or gradual deterioration.

Conditions which apply

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

1. Changes in your circumstances

This policy is based on the factual information you provided. These facts are represented by the answers you have given to questions we or our agent have asked and/or the proposal form you completed and/ or the statement of facts we or our agent last issued. If any of these facts have changed you must let us know immediately otherwise cover may not operate.

If you are not sure whether or not certain facts are important, please ask us or your broker.

We have the right to accept or decline changes to your policy and we may charge an additional premium including an administration charge.

You must tell us if building work is to take place at the home, garage or domestic outbuildings when the cost of the works exceeds €50,000. We may ask you to provide full details of the work and you must comply with any condition relating to the prevention of loss or damage we may impose.

2. Taking care of your property

You must take all reasonable precautions to avoid bodily injury, loss or damage and take all reasonable steps to protect your property from loss or damage. You must keep all your property in good condition.

3. Misrepresentation and deception

Definitions:

- Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.

All of the information which you gave us or our agent and all of the answers you have provided to the questions which we or our agent asked you leading to the inception of this contract of insurance have effect as representations made by you to us.

- Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

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

(a) Avoid the contract and return your premium if we would not have entered into the contract under any terms

(b) If we would have entered the contract but on different terms, treat the contract as if those different terms apply

(c) If we would have entered the contract but at a higher premium we may reduce proportionately the amount to be paid on any claim

Fraudulent Misrepresentation

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

Fraudulent Claims

If you or anyone acting for you:

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

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

- we will not pay the claim
- we may avoid the policy with effect from the date of the fraudulent claim or fraudulent act
- we will not return your premium
- we may consider letting the appropriate law enforcement authorities know about the circumstances

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

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

4. Claims

It is your responsibility to prove any loss, therefore we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

a. Reporting a claim

1. You or your personal representatives must, as soon as is reasonably possible, report any incident which may lead to a claim under the policy. You can phone us on 0818 7 365 24 .
2. You must immediately tell the Gardai or relevant police authority if you suspect there has been a crime and obtain a written report where a report has been taken.
3. You must take all reasonable steps to get back the missing property.
4. You must immediately notify the carrier, in writing, of any loss or damage in transit and obtain a written acknowledgement.
5. You must immediately send us any writ, summons, letter, claim or other document.
6. You must provide within 60 days any details of your claim we ask for in writing.

7. You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.

b. Dealing with a claim

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

5. Cancellation

If you cancel the policy

To cancel the policy just advise us or your broker in writing. We will refund premium on the following basis:

- if you request cancellation within 14 working days of the date upon which we inform you the policy has been inception, we will refund the full premium.
- otherwise, we will issue a refund based on the unused days left to run on the policy, less an administration fee, provided you have not claimed or been involved in any incident likely to result in a claim during the current period of insurance.

If we cancel the policy

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

We will refund a percentage of your premium depending on the period of the policy left to run.

6. Dispute resolution

Any disagreement that we have with you and that we cannot settle between us may be referred to the Financial Services and Pensions Ombudsman (FSPO).

If the Financial Services and Pensions Ombudsman (FSPO) will not deal with the disagreement, we may agree to refer it to arbitration or mediation. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

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

This policy is only valid if:

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

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

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

8. Precious stones

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

9. Payments

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

10. Stamp duty

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

11. The value of your buildings

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

SECTION A

Buildings

What is the most we will pay?

We will pay the cost of repairing or reinstating the damaged part of the building up to the building sum insured

What is covered

We will pay for loss or damage to your buildings.

What is not covered

1. We will not pay for loss or damage caused by:
 - a. inherent defect, wear and tear, nature of the item insured, gradual deterioration, insects, vermin, rust, corrosion, rot, toxic mould, mould, mildew, fungus, atmospheric or climatic conditions, or action of light;
 - b. frost, except to fixed water tanks, apparatus and pipes;
 - c. storm or flood to gates, fences, hedges or trees, lawns and plants grown in the open;
 - d. the wilful acts of people legally in your home;
 - e. stealing or attempted stealing while your home is let or sublet or shared unless force and violence are used to get in;
 - f. pollution or oil spillage if you hire any experts or contractors other than those carrying out emergency work with our permission (we will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel);
 - g. felling or lopping trees;
 - h. chewing, scratching, tearing or fouling by domestic animals;
 - i. mechanical or electrical breakdown;
 - j. altering or extending the building or the cost of maintenance or routine decoration; or
 - k. faulty workmanship, faulty design or using faulty materials.

What is covered**What is not covered**

- 2.** We will not pay for loss or damage caused by subsidence or ground heave of the site on which the building stands, or landslip caused:
 - a.** by faulty workmanship, faulty design, faulty or poor drains or drainage systems, poor foundations or using faulty materials;
 - b.** as a result of solid floors or floor slabs moving unless the foundations of the outside walls are damaged at the same time and by the same cause;
 - c.** to swimming pools, terraces, patios, drive, paths, service tanks, sewers, gates, fences, hedges, tennis courts and walls unless the home is damaged at the same time and by the same cause;
 - d.** by structural alterations, demolition, repairs or extensions to the home;
 - e.** by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
 - f.** by made-up ground or landfill sites settling or moving;
 - g.** by the coast or river bank or lake bank wearing away; or
 - h.** by an event to your home which happened before cover was granted under this policy.

What is covered**What is not covered**

- 3.** We will not pay for loss or damage (when your home is unoccupied for more than 60 days in a row) caused by:
 - a.** water escaping from fixed water apparatus, pipes or tanks unless the buildings are kept heated to a temperature of 5 degrees Celsius or the water is shut off and the fixed water tanks drained;
 - b.** oil escaping from any fixed domestic heating system;
 - c.** malicious damage; or
 - d.** stealing or attempted stealing.

Extensions to your Building cover

The buildings section of your policy also includes the following:

What is covered

Removing debris and building fees

If there has been loss or damage which is covered under section A, we will pay for:

- a. the cost of removing debris;
- b. architect's, surveyor's and consulting engineer's fees you need to pay which are reasonable to pay to reinstate your building but not for preparing any claim; and
- c. the extra cost of reinstating the building that you have to pay to keep to legal regulations or local-authority bye-laws.

The most we will pay for any one claim is 25% of the building sum insured.

Loss of rent and the cost of alternative accommodation

If you cannot live in your home because of loss or damage covered by section A, we will pay:

- a. the amount of rent (if you have tenants) you should have received but lost while the home was unfit to live in; and
- b. the reasonable cost of similar alternative accommodation for you until your home is fit to live in again.

The most we will pay for any one claim is 25% of the building sum insured or three years rent, whichever is greater.

Compulsory evacuation

If a local authority prevents you from living in your home as a direct result of damage to a neighbouring property by a risk covered under section A of this policy, we will pay the reasonable costs of similar accommodation for you and your domestic pets and horses along with any rent you would have received for up to 30 days from the date you are made to leave your home.

What is not covered

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

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

What is covered

Sale of buildings

If you have contracted to sell the building, the purchaser will have the full protection of your policy for the building up to the date you complete the sale. However, the building must not be covered by any other insurance.

Damage to your garden

We will pay for loss or damage to trees, shrubs, plants and lawns in your garden. The most we will pay for any one tree, plant or shrub is €500. The most we will pay for any one claim is €7,500.

Disability through injury

We will pay up to €50,000 towards the cost of reasonable alterations you need carried out to your home if you or any member of your household becomes permanently physically disabled as a result of an injury during the period of insurance.

Finding a leak

If water or oil escapes from the home-heating or water system, we will pay for the cost of removing and replacing any part of the home or other permanent structure to find the leak. The most we will pay for any one claim is €5,000

What is not covered

We will not pay for loss or damage resulting from:

1. storm or flood;
2. frost or the weight of snow;
3. falling trees, branches, lamp posts or telegraph poles hitting your property;
4. Animals; and
5. lopping, topping or felling of trees or shrubs.

We will not pay for loss or damage to the heating or water system.

SECTION B

Contents

What is the most we will pay?

We will pay up to the contents sum insured shown in your policy schedule or any higher amounts which apply because of inflation protection for any one claim.

What is covered

We will cover loss of or damage to your contents while they are in your home, domestic outbuildings or garages or temporarily elsewhere in the world as long as they are always securely and adequately packed while being transported. The most we will pay for loss or damage to contents from unattended vehicles is €5,000 during the period of insurance.

What is not covered

- 1.** We will not pay for loss or damage caused by:
 - a.** inherent defect, wear and tear, nature of the item insured, gradual deterioration, insects, vermin, rust, corrosion, rot, toxic mould, mould, mildew, fungus, atmospheric or climatic conditions, or action of light;
 - b.** frost;
 - c.** storm or flood to property in the open and trees, shrubs and plants growing in the open;
 - d.** the wilful acts of people legally in your home;
 - e.** stealing or attempted stealing while your home is used for any trade, business or profession or where any part of your home is let or sub-let or shared unless violence and force are used to get into or out of the building;
 - f.** pollution or oil spillage if you hire any experts or contractors other than those carrying out emergency work with our permission (we will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel);
 - g.** felling or lopping trees;
 - h.** chewing, scratching, tearing or fouling by domestic animals;
 - i.** mechanical or electrical breakdown;
 - j.** faulty design or using faulty materials;
 - k.** the process of cleaning, dyeing, repairing, altering, washing, drying, heating, renovating, restoring, maintaining, restyling, dismantling, or putting up any item.

What is covered

What is not covered

2. We will not pay for loss or damage caused to:
 - a. sports equipment and sports clothing while in use; or
 - b. contact or corneal lenses and hearing aids.

3. We will not pay for loss or damage caused by subsidence or ground heave of the site on which the building stands, or landslip:
 - a. arising from faulty workmanship, faulty design, faulty or poor drains or drainage systems, poor foundations or the use of faulty materials;
 - b. to or as a result from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause;
 - c. caused by structural alterations, demolition, repairs or extensions to the home;
 - d. caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;
 - e. caused by made-up ground or landfill sites settling or moving;
 - f. caused by the coast or river bank or lake side wearing away; or
 - g. which began before cover was granted under this policy.

What is covered

What is not covered

- 4.** We will not pay for loss or damage (when your home is unoccupied for more than 60 days in a row) caused by:
 - a.** water escaping from fixed water apparatus, pipes or tanks unless the buildings are kept heated to a temperature of 5 degrees Celsius or the water is shut off and the fixed water tanks drained;
 - b.** oil escaping from any fixed domestic heating system;
 - c.** malicious damage; or
 - d.** stealing or attempted stealing.
- 5.** We will not pay for loss of property in any unattended vehicle unless all items are hidden from view, all windows are closed and all doors and boots are locked.
- 6.** We will not cover loss if the property is gained by any person using any form of payment which proves to be fake, fraudulent, invalid, or which cannot be collected or cashed in for any reason.
- 7.** We will not cover loss in the value to your contents.
- 8.** We will not cover consequential loss (being additional loss, damage, expense or other financial liability occurring or being incurred as a result of but after the occurrence of the event insured against).

The contents section of your policy also includes the following covers:

What is covered

Deeds and documents

We will cover loss or damage to documents (other than money and credit cards) you leave for safe keeping in any bank safe deposit or bank or solicitor's strong room in Ireland, the United Kingdom, the Isle of Man or the Channel Islands up to the contents sum insured.

Alternative accommodation and loss of rent

While your home cannot be lived in because of loss or damage covered under section B of this policy, we will pay for:

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

The most we will pay for any one claim is 25% of the contents and collection sums insured or 3 years rent, whichever greater.

Fatal accidents

If you die as a result of violence caused by intruders or a fire, we will pay €10,000 as long as your death happens within 12 calendar months of the injuries. The most we will pay during any one period of insurance is €50,000.

Visitors' and employees' possessions

Loss or damage to the personal belongings of visitors and domestic employees while in your home up to the contents sum insured.

What is not covered

We will not cover loss or damage to property otherwise insured.

What is covered

Replacing locks

The cost of replacing and fitting the locks of outside doors and windows, intruder alarms or safes at your home if any keys to the locks are stolen or lost anywhere in the world up to the contents sum insured.

Weddings

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

Christmas gifts

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

Fire brigade charges

We will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting your property in circumstances which have given rise to a valid claim under the policy. We will not pay more than €3,000 for any one claim under the policy.

Property in the open

We will cover loss of or damage to property in the open but within the boundaries of your home. The most we will pay is €5,000 for any one claim.

What is not covered

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

We will not cover loss or damage to:

- a. valuables and money;
- b. any plant, shrub or tree (see building section); or
- c. pedal cycles.

What is covered

Marquees

Loss or damage to any marquee under your custody and control, or on loan or hire to you from any third party provided that it is not insured elsewhere. The most we will pay is your legal liability to the owner or hirer of the marquee, or the current market value of the marquee, or €10,000, whichever is less.

Accidental loss of oil

We will cover loss of domestic heating oil up to the contents sum insured.

Students' possessions

We will cover loss or damage to contents that members of your household own who are students temporarily living away from home. The most we will pay for any one item is €500 with an overall limit of 10% of the contents sum insured in any one period of insurance

Freezer contents

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

Credit cards

We will cover financial loss after any credit card you own is misused. The most we will pay for any one claim is €30,000.

Pedal cycles

We will cover loss or damage to your pedal cycles and their accessories which happens anywhere in the world up to the contents sum insured

Computer records

If personal or business records or facts stored in your computer or laptop are lost, we will pay for the cost of retrieving or reconstructing the records or facts onto your computer or laptop, up to the contents sum insured

New items

We will pay for loss or damage to new contents in your home as long as you let us know within 60 days and pay an extra premium. The most we will pay for these items is 25% of the contents sum insured.

What is not covered

We will not pay for loss or damage by theft unless force or violence are used to get into or out of the accommodation.

We will not cover loss or damage caused by:

- a. a deliberate act of the supply authority; or
- b. strike, lock-out or industrial dispute;
- c. your failure to maintain the equipment in good serviceable condition.

We will not cover:

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

We will not cover loss or damage to pedal cycles by theft or attempted theft unless the bike is securely locked or in a building.

We will not pay for loss or damage:

- a. to any software, hardware or materials on which information is recorded including disks and tapes;
- b. resulting from a mistake in programming your computer or laptop; or
- c. caused by any risks excluded under section 2.

SECTION C

Liability

The policy excess does not apply to this section.

Subsection 1 -

Your legal responsibility to the public

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

What is covered

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

- a. bodily injury (including death or disease) to any person; or
- b. loss or damage to property which happens anywhere in the world during the period of insurance.

We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree to in writing. If you die, your legal representative will have the benefit of this section for any liability you may have for an event covered by this section.

What is not covered

- a. We will not cover liability for:
 - bodily injury to you;
 - bodily injury any person suffers under a contract of service or apprenticeship with you and arising out of and in the course of that person's employment by you; or
 - loss of or damage to property belonging to you or in your custody and control.
- b. We will not cover liability arising from:
 - any deliberate act you commit;
 - you carrying out any trade, business, profession or employment;
 - living in, using or controlling any land or building other than the building referred to in section A or any temporary home;
 - you owning any land or building, other than the building referred to in section A;
 - you owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland;
 - you owning or using dogs termed as dangerous in the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if the ownership or use is not in line with those regulations;
 - you owning or using (other than domestic gardening equipment or being a passenger) mechanically propelled vehicles, aircraft or watercraft (not model aircraft or model watercraft or non power-driven craft on inland waterways);
 - any lift you own or for which you are responsible for maintenance
 - The transmission of any contagious disease or virus.
- c. We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist.
- d. We will not cover any liability for which you must have insurance under the Road Traffic Acts.

Subsection 2 -

Liability to domestic employees

We will not pay more than €3,000,000 under subsection 2 for all damages, costs, fees and expenses for anyone claim against you or series of claims arising from one event.

What is covered

We will cover all amounts you are legally responsible to pay as damages for bodily injury (including death or disease) to any person under a contract of service with you just for private domestic duties.

This includes a chauffeur, gardener, people carrying out repair work, and other temporary or casual employees. The injury must arise out of and in the course of their employment by you and happen anywhere in the world. We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree in writing. For injury or disease an employee suffers while temporarily employed outside the Republic of Ireland, the action for damages must be brought in a court of law in the Republic of Ireland.

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

What is not covered

- a. We will not cover liability arising from any deliberate or malicious act.
- b. We will not cover liability you have under an agreement unless you would have been liable if the agreement did not exist.
- c. We will not cover liability arising from you owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland.
- d. We will not cover liability arising from you owning or using dogs termed as dangerous in the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if owning or using them is not in line with those regulations.
- e. We will not cover liability arising from the transmission of any contagious disease or virus.
- f. We will not cover liability arising directly or indirectly in connection with demolishing or altering the building or any operation related to those activities.
- g. We will not cover any liability for which you must have insurance under the Road Traffic Acts.

SECTION D

Collections

What will we pay?

- a. The most we will pay is:
 - the cost of restoration and the percentage by which a damaged item (or any pair or set of which it is a part) has depreciated; or
 - the agreed value shown in the schedule if the item is lost or beyond economic repair; or
 - any expense you have paid with our written approval.
- b. If you make a claim, the amount we will pay under the policy will be based on the agreed value shown in the schedule for the item which has been lost or damaged. We will not pay more than the agreed value.
- c. For items not specified in the schedule but included within the amount insured for unspecified items, we will at our option repair, replace or pay for the lost or damaged item up to €10,000 for any one item, pair or set. We will not pay more than the total sum insured for unspecified items.

What is covered

We will pay for loss or damage to the collection while in your home (but not the garden, grounds, garage and outbuildings) or temporarily elsewhere in the world as long as it is securely and adequately packed while being transported. If it is not transported by a professional carrier, it must be in the care, custody or control of you or a member of your household.

What is not covered

1. We will not cover loss, damage or expense caused by or resulting from:
 - a. inherent defect, wear and tear, nature of the item insured, gradual deterioration, insect, vermin, rust, corrosion, rot, toxic mould, mildew, fungus, atmospheric or climatic conditions, or action of light;
 - b. any process of heating, drying, cleaning, washing, dyeing, alteration, repair, maintenance, dismantling, restoration, decoration;
 - c. faulty or inadequate construction, design or workmanship or the use of faulty materials;
 - d. misuse, mechanical or electrical breakdown;
 - e. your wilful act or that of anyone legally in your home;
 - f. confiscation, requisition, detention or destruction by, or by order of, any government, public or local authority or agency of them;
2. We will not cover loss damage or expense:
 - a. if the building is left unoccupied for more than 60 consecutive days unless we agree to this with you in writing;
 - b. while the buildings are undergoing demolition, structural alteration, structural repair or extension unless we agree to this with you in writing;
 - c. caused by stealing, attempted stealing, or accidental damage while the buildings, or any part of the buildings, are lent, let or sub-let unless entry to or exit from the building is made using violence or force.

What is covered

Newly acquired items

We will pay for loss or damage to items forming any part of the collection which are newly acquired as long as you let us know within 60 days and pay an extra premium. We will pay in accordance with points a and b under “What we will pay?” and “What is covered” above. Under this extension we will pay up to the current market value of the item immediately before the loss or damage. The most we will pay is 25% of the total value of the collection.

Pairs and sets

We will pay you the full replacement cost of the entire pair or set if you surrender the undamaged articles of the pair or set to us. For items not specified on the schedule the most we will pay under this section is €10,000 for any pair or set.

Removing the collection for safety reasons

We will pay the reasonable cost of transporting your collection to and from, and keeping it in, secure storage if:

- a. you cannot live in your home, or in our sole opinion your home is not secure enough, as a result of sudden loss or damage to your home, its contents, or the collection; or
- b. a statutory or regulatory organisation or agency prevents you living in your home until the loss or damage is sorted out, or the local authority allows you to go back to live at home.

The most we will pay, as long as you already have our written permission for these costs, is 15% of the collections sum insured.

Lack of, or defective title

If, during the period of insurance it is proved that you do not have good title to an item you bought in good faith and which you legally have to return to the rightful owner, we will pay the amount you paid for it, or the amount shown in the schedule if this is less. You must:

- a. have bought the item in the current period of insurance;
- b. tell us about the claim during the period of insurance; and
- c. have made reasonable enquiries about where the item came from before you bought it.

We will pay legal costs you incur, with our prior consent, in defending claims in respect of any defective or lack of title claim made against you. The most we will pay under this extension is 5% of the sum insured for collections but no more than €40,000 for any one claim and in the aggregate each policy year.

What is not covered

3. We will not cover loss, damage or expense caused by or arising from escape of water from any fixed domestic water or heating installation, or from any fixed water tanks, apparatus or pipes unless you keep the relevant buildings heated to a temperature of at least 5 degrees Celsius or shut off and drain the fixed water tanks, apparatus and pipes.
4. Any expense incurred in preparing a claim.
5. We will not cover any property owned by or held in trust in connection with any business, profession or trade, unless we agree to this with you in writing.
6. Any claim which but for the existence of this insurance would have been compensated under any other policy.

We will not cover any claim by reason of a registered bill of sale affecting the item, or which arises from any purchase made by you which was not from an auctioneer or dealer who is a member of the IADA (Irish Antique Dealers Associations), IAVI (Irish Auctioneers and Valuers Institute), IPAV (Institute of Professional Auctioneers and Valuer), RICS (Royal Institute of Chartered Surveyors, Fine Art Faculty), ARVA (Association of Regional Valuers & Auctioneers) or any other vendor agreed by us in writing in advance of the purchase.

SECTION E

Personal belongings, jewellery and watches

What is the most we will pay?

We will not pay more than the sum insured for personal belongings, jewellery and watches shown in your schedule or any higher amount which may apply because of inflation protection for any one claim under this section.

If you have chosen cover for unspecified personal belongings, jewellery and watches, the limit for any one item is €10,000.

What is covered

We will cover any loss or damage to personal belongings or jewellery you own or for which you are legally responsible within your home or temporarily elsewhere in the world for up to 90 days during any one period of insurance.

Newly acquired items

We will pay for loss or damage to personal possessions and jewellery you have just bought or been given as long as you let us know within 60 days and pay an extra premium. The most we will pay is 25% of the total value of sum insured under this section. If any newly acquired item has been lost or damaged and we were not told, we will pay the current market value of the item immediately before the loss.

Pairs and sets

We will pay you the full replacement cost of the entire pair or set if you surrender the undamaged articles of the pair or set to us.

For items not specified on the schedule the most we will pay under this section is €10,000 for any pair or set.

What is not covered

- a. We will not cover mechanically-propelled vehicles, watercraft, aircraft, caravans, trailers (and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players), pedal cycles, camping equipment, documents, cash, credit cards, plants, animals, prams and pushchairs.
- b. We will not cover property used for business or professional purposes.
- c. We will not cover loss or damage caused by any process of cleaning, restoring, altering or repairing, wear and tear and anything which happens gradually, or moth, vermin or insects.
- d. We will not cover breakage of glass (other than lenses) or brittle items (other than jewellery) or mechanical or electrical breakdown.
- e. We will not cover loss in value or consequential loss.
- f. We will not cover loss if property is paid for by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectible for any reason.
- g. We will not cover tools, instruments or sports equipment used or held for business or professional purposes.
- h. We will not cover loss or damage to your personal belongings, jewellery and watches left in any unattended vehicle.

SECTION F

Family legal protection

This section is automatically included, but will not apply if you are a company. In the case of a policy in joint names, the cover provided by this section applies to the first named insured only. This section of your policy administered by MIS Underwriting Ltd. 14a Jocelyn St., Dundalk, Co Louth, A91 XNY2. MIS Group is authorised and regulated by the Financial Conduct Authority of the United Kingdom, registration no: 307266

Definitions (applying to this section of your policy)

We, our or us - MIS Underwriting Ltd who administer this section of the insurance.

Appointed representative - The lawyer, accountant or other suitably qualified person who has been appointed to act for you under the terms of this section of the policy.

Date of occurrence

- a.** For civil cases (except under insured incident 5 - (Tax Protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.
- b.** For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the criminal law in question.
- c.** Under insured incident 5 (Tax protection) the date of occurrence is when the Revenue Commissioner first lets you know in writing that they plan to make enquiries.

Costs and expenses

a. Legal costs

All reasonable and necessary costs chargeable by the appointed representative on a party/party basis. Also the costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

b. Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the appointed representative.

Territorial limit

For insured incidents 2 (Contract disputes) and 3 (Bodily Injury)

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents

The Republic of Ireland.

Revenue audit

An examination by the Revenue of your self assessment return for income tax or capital gains tax.

What is the most we will pay?

The most we will pay for all claims resulting from one or more event, arising at the same time or from the same originating cause is €65,000.

We agree to provide the insurance in this section, as long as:

- a. the insured incident happens during the period of insurance and within the territorial limit;
- b. any legal proceedings will be dealt with by a court, or other organisation which we agree to, in the territorial limit; and
- c. for civil claims, it is always more likely than not that you will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence.

What is covered

1. Employment disputes

We will negotiate your legal rights in a dispute arising from a contract of employment you have entered into for your work as an employee.

2. Contract disputes

We will negotiate the following:

- 1- Your legal rights in a contractual dispute arising from an agreement or an alleged agreement which you have entered into for:
 - a. buying or hiring any goods or services; or
 - b. selling of any goods
- 2- Your legal rights in a contractual dispute or for misrepresentation arising from an agreement or an alleged agreement which you have entered into for the buying or selling of your principal home.

We will provide cover as long as:

- a. you entered into the agreement or alleged agreement during the period of insurance.
- b. the amount in dispute is more than €150.

3. Bodily injury

We will negotiate for your legal rights against a party who causes your death or bodily injury. There is no cover for Adviser's costs in claims handled by InjuriesBoard.ie other than the InjuriesBoard.ie Application Fee and Medical Report Fee.

What is not covered

Costs and expenses for:

1. Disciplinary hearings or internal grievance procedures.
2. Any claim relating solely to personal injury.

We will not pay any claim relating to the following

1. A contract to do with your profession, business or employment.
2. A lease lasting less than eight years, or licence or tenancy of land or buildings. However, we do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
3. Construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT).
4. A contract involving a motor vehicle.
5. The settlement paid under an insurance policy.
6. A dispute arising from any loan, mortgage, pension, investment or borrowing.

We will not pay for any claim relating to the following:

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
2. Deep vein thrombosis or its symptoms that result from you travelling by air.
3. Defending your legal rights. However we will defend a counter-claim.
4. When you are driving a motor vehicle.

What is covered

4. Property protection

We will negotiate for your legal rights in a civil action relating to material property (including your principal home), which you own or which you are responsible for, following:

1. any event which causes or could cause physical damage to your material property, as long as the dispute is more than €150; or
2. any nuisance or trespass.

What is not covered

We will not pay for:

1. Any claim relating to the following:
 - a. a contract you have entered into;
 - b. any building or land other than your home;
 - c. someone legally taking your principal home from you, whether you are offered money or not, or restrictions or controls are placed on your principal home by any government or public or local authority (unless the claim is for accidental physical damage);
 - d. work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e. a motor vehicle you own, use, hire or leased to you; or
 - f. mining subsidence.
2. We will not pay to defend any claim arising from physical damage to material property. However we will defend a counter-claim.
3. The first €350 of any claim for nuisance or trespass. This is payable as soon as we accept the claim.

What is covered

5. Tax protection

We will negotiate for you and represent you throughout a Revenue audit relating to your self assessment tax return.

6. Jury service

We will pay your salary or wages for the time that you are off work while on jury service. We will cover each half or whole day if you cannot recover the costs from the court or your employer.

The amount we will pay is based on the following.

1. The time the you are off work, including the time it takes to travel to and from the court. We will work it out to the nearest half day, assuming that a whole day is eight hours.
2. If you work full time, we will pay the salary or wages for each whole day (equals 1/250th of your yearly salary or wages).
3. If you work part-time, the salary or wages will be a percentage of your salary or wages.

7. Legal defence

1. We will defend your legal rights if an event arising from your work as an employee leads to you being prosecuted in a court of criminal jurisdiction.
2. We will defend your legal rights if an event leads to your prosecution for an offence connected with the driving of a motor vehicle.

8. Identity theft protection

1. We will pay legal costs to contact relevant organisations on your behalf to advise that you have been the victim of identity theft. The most that we will pay for legal costs is an amount equal to sending or receiving up to 20 letters for each insured incident.
2. We will pay legal costs to defend civil legal proceedings against you and remove any legal judgements against you obtained by an organisation that you are alleged to have brought, hired or leased goods or services from. We will only pay legal costs if you deny having entered in to the contract and you allege that these judgements have been brought against you as as result of you being a victim of identity theft.

What is not covered

What is not covered

1. Any claim relating to an off shore account held by you.
2. The tax affairs of a company, or any claim if you are self employed, a sole-trader or in business partnership.
3. Any Revenue audit where you have not submitted a self assessment tax return.

We will not pay for:

1. parking offences;
2. you driving a motor vehicle if you do not have a valid motor insurance.

We will not pay for:

1. legal costs where the alleged contract was entered into before you first purchased this insurance
2. the amount in dispute is less than €125 plus tax.
3. you have not taken all reasonable steps to protect your Identity and any personal identification number (PIN) that you may hold.

What is not covered under section F

We will not cover:

1. any claim reported to us more than 180 days after you should have known about the insured incident;
 2. any incident or matter arising before the start of this section of the policy;
 3. any costs and expenses you pay or agree to pay before we accept your claim in writing;
 4. fines, penalties, compensation or damages which you are ordered to pay by a court or other authority;
 5. any insured incident you have deliberately caused;
 6. any claim relating to your alleged dishonesty or violent behaviour;
 7. any claim relating to written or spoken remarks which damage your reputation;
 8. a dispute with us not otherwise dealt with under condition 7;
 9. any legal action you take or if you do anything that prevents us or the appointed representative taking action;
- or
10. an application for judicial review.

Conditions specific to section F

1. You must:
 - a. keep to the terms and conditions of this policy;
 - b. take reasonable steps to keep, as low as possible, any amount we have to pay;
 - c. try to prevent anything happening that may cause a claim;
 - d. send everything we ask for, in writing; and
 - e. give us full details in writing of any claim as soon as possible and give us any information we need.
2.
 - a. We can take over and conduct in your name, any claim or legal proceedings at any time. We can negotiate any claim on your behalf.
 - b. You are free to choose an appointed representative (by sending us a suitably qualified person's name and address) if:
 - (i). we agree to start court proceedings and it becomes necessary for a lawyer to represent your interests in those proceedings; or
 - (ii). there is a conflict of interest.

We may choose not to accept the choice of appointed representative, but only in exceptional circumstances. If there is a disagreement over the choice of appointed representative, another suitably qualified person can be appointed to decide the matter.

- c. In all circumstances except those in 2b) above, we are free to choose an appointed representative.
- d. We will appoint an appointed representative to represent you according to our standard terms of appointment. The appointed representative must co-operate fully with us at all times.
- e. We will have direct contact with the appointed representative.
- f. You must co-operate fully with us and the appointed representative and must keep us up-to-date with progress of the claim.

- g. You must give the appointed representative any instructions that we may need.
- 3.
- a. You must tell us if anyone offers to settle a claim.
 - b. If you do not accept a reasonable offer to settle a claim, we may refuse to pay any further costs and expenses.
 - c. We may decide to pay you the amount of damages that you are claiming or is being claimed against you, instead of starting or continuing legal proceedings.
- 4.
- a. You must tell the appointed representative to have the costs and expenses taxed, assessed or audited, if we ask for this.
 - b. You must take every step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.
5. You must tell us if the appointed representative refuses to continue acting for you, or if you dismiss them. The cover we provide will end at once unless we agree to appoint another appointed representative.
6. If you settle a claim or withdraw your claim without our agreement, or do not give suitable instructions to the appointed representative, the cover we provide will end at once and we will be entitled to reclaim any costs and expenses we have paid.
7. If we and you disagree about the choice of appointed representative, or about how a claim is handled, we and you can choose another suitably qualified person to decide the matter. We and you must both agree in writing to the choice of this person. Failing this, we will ask the President of the Law Society of Ireland to choose a suitably qualified person.
8. We may at our discretion tell you to get the opinion of a barrister you and we have chosen as to the merits of a claim or proceedings (you must pay any costs involved in this). If the barrister's opinion indicates that there are reasonable grounds for defending a claim or taking proceedings, we will pay the cost of getting the barrister.
9. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

Making a claim – this applies to section F only

Once you have sent us the details of your claim and we have accepted it, we will start to deal with your legal problem. Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this.

We normally deal with claims by appointing a solicitor to handle your claim. In most cases we will choose the solicitor for you.

To report a claim

Telephone the legal advice service to report a claim. They will provide you with legal advice and arrange to send you a claim form.

Helpline services

We provide these services during the period of insurance.

In order to maintain an accurate record and to help us check and improve our service standards, your telephone call may be recorded.

Legal advice service

We will give you confidential personal legal advice over the phone on any legal problem, under the laws of the Republic of Ireland.

To contact the service above

Phone us on: 01 865 8807 and quote “**AXA Excellence**”. The legal helpline operates 8am to 8pm Monday to Friday (excluding bank holidays) and 10am to 1pm on Saturdays. When calling the legal helpline please quote “AXA Excellence”.

Counselling

We will provide you with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary or professional services.

To contact the above counselling helpline,

Phone us on: 09064 86359

We will not accept responsibility if the helpline services are not available for reasons we cannot control.

Please do not use these numbers to report a general insurance claim.

SECTION G

Emergency home assistance

Emergency home assistance is a 24 Hour, 365 days a year comprehensive emergency service designed to assist you in the event of a household emergency.

Emergency home assistance is administered by AXA Assistance (Ireland) Limited, Kilmartin, N6 Retail Park, Athlone, Co Westmeath. AXA Assistance (Ireland) Limited is regulated by the Central Bank of Ireland.

What is the most we will pay?

1. If you suffer an emergency at your property you should tell us on the emergency phone number 0818 253347.

We will then:

- a. advise you how to protect yourself and the property immediately;
 - b. organise and pay up to €500 including VAT, call out, labour, parts and materials to carry out an emergency repair, or if at a similar expense a permanent repair.
2. In the event of the property becoming uninhabitable and remaining so overnight, we shall at your request arrange and pay up to €150 including VAT in total for:
 - a. your overnight accommodation and/or
 - b. transport to such accommodation.

Definitions applying to this section of your policy.

We/Us/Our - AXA Assistance

Emergency - The result of a sudden and unforeseen incident at your home which immediately:

- a. exposes you or another person to a risk to their health or;
- b. creates a risk of loss of or damage to your home and any of your belongings or;
- c. renders your home uninhabitable.

The definition of emergency includes damage to or breakdown of the essential services to the home and /or permanent and irreplaceable loss of all keys required to gain access to your home, but not outbuildings.

Essential services -

Mains drainage to the boundary of the home, water, electricity and gas within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency.

Heating -

The gas fired central heating boiler from the appliance isolating cock, together with the pump, radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, pipe work, hot water cylinder, feed and expansion tank and primary flues.

The maximum permissible output of your private domestic gas fired boiler is 60Kw/hr.

Emergency repairs -

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

Temporary repair -

The repair that will resolve the emergency but may need to be replaced by a permanent repair.

Permanent repair -

Repairs and/or work required to put right the damage caused to the property by the emergency.

Approved contractor -

A tradesperson authorised in advance by us to carry out repairs.

What is covered

We will cover the following emergency incidents:

- a. plumbing problems related to leaking pipes, blocked drains or leaking radiators;
- b. blockages in toilet waste pipes;
- c. sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather;
- d. broken or damaged windows and doors presenting a security risk to the property;
- e. gas or electricity failure within the property;
- f. central heating or boiler failure;
- g. hot water failure;
- h. vermin such as rats, mice, or wasps nests inside the property.

What is not covered

1. We will not cover the following:
 - a. any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
 - b. burst or leaking flexible hoses which can be isolated or leaking washing appliances;
 - c. external water supply pipes;
 - d. failure of the boiler or the heating occurring in the months May to August inclusive;
 - e. failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months;
 - f. boilers over 15 years old;
 - g. replacement of light bulbs and fuses in plugs;
 - h. loss of keys for outbuildings, garages and sheds;
 - i. vermin outside the main dwelling, e.g. in garages and other outbuildings;
 - j. breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
 - k. damage to boundary walls, hedges, fences or gates;
 - l. LPG fuelled, oil fired, warm air, solar or un-vented heating systems;
 - m. electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

What is covered

What is not covered

2. We will not be liable for any of the following:
 - a. loss or damage arising from circumstances known to you prior to the start date of this insurance;
 - b. the cost of replacement parts due to natural wear and tear;
 - c. loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc;
 - d. loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company;
 - e. any cost relating to the attempted repair by you or your own contractor;
 - f. any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
 - g. any emergency in a property that has been unoccupied for more than 60 consecutive days;
 - h. any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective materials, or river or coastal erosion.

General Conditions

1. We will not pay for repairs unless you or a person acting on your behalf has notified us through the 24 hour emergency home helpline and we have authorised an approved contractor in advance.
2. You must quote your policy number when calling for help. You must produce the relevant identification on the demand of the contractor or our other nominated agent.
3. If any loss, damage or expense covered under section G is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at your home that you should do. Nor does it pay for replacing items that wear out over a period of time.
5. You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.
6. Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations we will ensure your property is safe and if required, the approved contractor will provide you with a quotation for a suitable repair.

How to make a claim

To obtain emergency assistance contact the 24 hour emergency helpline on:

0818 253 347

You should have the following information available upon request:

- Your name and home address
- Your policy number
- An indication as to the nature of the problem.

1. We do not accept responsibility for any expenses not covered by your policy or any consequential loss or liability arising from the acts or neglects of the contractor or tradesperson we refer to you.
2. You will be responsible for the costs or fees of the contractors or tradespersons at the time that the domestic helpline services are provided. However, you may be able to claim back these costs or fees as a part of a valid claim under the terms, conditions and exceptions of the policy.



We're here to help.

If you have any questions contact your Broker or your local AXA branch.

For help with claims, ring us on

0818 7 365 24

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