

# policy document / **homebuild insurance**



**great service and  
better benefits**

October 2016

**redefining / standards**



**In the event of a claim  
please call our 24 hour  
claims helpline on:**

**1890 24 7 365**

## Caring for you

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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 1890 24 7 365.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

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

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

- the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90. Fax: 01 6620890.  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.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.

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# policy document **homebuild insurance**



## Introduction

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

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

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

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

Your policy includes:

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

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

On behalf of AXA Insurance dac

A handwritten signature in blue ink that reads "Phil Bradley".

Phil Bradley  
Chief Executive

AXA Insurance dac

Registered Number 136155

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

## **Definitions in this policy**

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

### **We/our/us/company**

AXA Insurance dac.

### **You/your/the insured**

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

### **The schedule**

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

### **The period of insurance**

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

### **Endorsement**

An alteration to the terms of the policy.

### **Excess**

The first part of any claim which you have to pay.

### **The buildings**

Means the building detailed in the schedule whilst in the course of erection and completion or renovation being the only building so situated and in which the Insured has an interest. Unless otherwise stated the building should be built of brick stone or concrete and roofed solely with slates tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients

### **Private residence**

The private residence shown in the schedule. The private residence means a self contained private dwelling house, bungalow, maisonette or flat within a block of flats or complex.

## How we settle claims

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

#### Buildings

We will pay either:

- a the cost of rebuilding or replacement; or
- b the cost of repair or restoration.

In each case we will make sure the buildings are to a condition equivalent or substantially the same but not better or more extensive than its condition when new.

If the sum insured on buildings at the time of the insured loss or damage is less than the cost of rebuilding as new, you will have to pay the difference. We will only pay our share of the loss or damage which the sum insured bears to the cost.

If we need to take off an amount for wear and tear, we will compare the cost of rebuilding the property as new, less the allowance for wear and tear with your actual sum insured. We will only pay our share of the loss or damage which your sum insured bears to the cost of rebuilding.

The cost of rebuilding is not necessarily the market value of the property.

Where we agree to pay you, we reserve the right to withhold a percentage of final payment until the works are complete, final valid invoice submitted and final inspection (where necessary) completed by us.

The rebuilding sum insured is subject to a policy condition. Please refer to condition 11 on page 11 of this policy.

#### Other insurance policies

If any loss or damage is covered by any other insurance we will not pay more than our rateable proportion.

## **Insurance for your building**

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Please look at your policy schedule to see the cover you have chosen.

**1. Fire** but excluding damage caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) its own spontaneous fermentation or heating or its undergoing any heating process or any process involving the application of heat

**Lightning**

**Explosion**

- (a) of boilers
- (b) of gas

Used for domestic purposes only but excluding damage caused by earthquake or subterranean fire

**2. Storm** or flood excluding

- (a) Damage attributable solely to change in the water table level
- (b) Damage by frost subsidence ground heave or landslip
- (c) Damage in respect of movable property in the open, fences and gates



## General exclusions (What is not covered)

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### General exclusions

These exclusions apply to the whole policy.

**1. *Sonic bangs***

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

**2. *Radioactive contamination***

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

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

**3. *War and terrorism exclusion***

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

- a War, riot, revolution or any similar event.
- b Any government, public or local authority legally taking or destroying your property.
- c 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 also does not cover liability, loss, damage, costs or expense resulting from any action taken to control or prevent a, b or c above.

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

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

**4. *Excess***

We will not pay the first €1,000 of any claim (unless otherwise stated in the policy or schedule).

**5. *Date change exclusion***

We will not pay for any loss of or damage to any computer equipment, software or microchip-controlled electrical appliance you own or control, or for any data lost from any computer, software, database or similar equipment, caused by or arising from that equipment failing to treat any calendar date as the correct date.

**6. *Risks to computers***

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

- a the loss or alteration of or damage to; or
- b a reduction in how a system works of
  - a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.

## Conditions which apply to the whole Policy

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

### 1 Changes that may effect your insurance

You must tell us immediately if there are any changes that may affect your insurance. Such changes include, but are not limited to, the following:

- You change your address where you normally live;
- The completed property will not be used as living accommodation;
- The property remains unoccupied after completion;
- You have been declared bankrupt or been convicted of any offence or have a prosecution pending other than a driving offence.

We may reassess your cover and premium either immediately or at your next renewal date depending on the information you provide.

If you are unsure whether a change will affect your cover you should contact us.

### 2 Taking care of your property

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

### 3 Fraud

**You must not act in a fraudulent way. If you or anyone acting for you:**

- **fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;**
- **fails to reveal or hides a fact likely to influence the cover we provide;**
- **makes a statement to us or anyone acting on our behalf, knowing the statement to be false;**
- **sends us or anyone acting on our behalf a document, knowing the document to be forged or false;**
- **makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or**
- **makes a claim for any loss or damage you caused deliberately or with your knowledge.**

**The action we can take on top of our other rights are listed below.**

- **We will not pay a claim.**
- **We will not pay any other claim which has been or will be made under the policy.**
- **We may declare the policy void. (In other words, it will end without you receiving any benefit.)**
- **We will be entitled to recover from you the amount of any claim we have already paid under the policy.**
- **We will not return your premium.**
- **We may let the appropriate law enforcement authority know about the circumstances.**

#### **4 Claims**

##### **a Reporting a claim**

- 1 You or your personal representatives must immediately report any incident which may lead to a claim under the policy. You can phone us on 1890 24 7 365.
- 2 If the loss or damage involves stealing or malicious damage, you must tell the Gardai or relevant police authority immediately.
- 3 You must take all reasonable steps to get back the missing property.
- 4 You must immediately send us any writ, summons, letter, claim or other document.
- 5 You must provide, within 60 days, any details of your claim we ask for in writing.
- 6 You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.

##### **b Dealing with the claim**

- 1 You must not admit any claim made by someone else against you or make any agreement with them.
- 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**

##### **a If you cancel the policy**

You may cancel the policy at any time by giving us written notice. We will refund a percentage of your premium to cover the period of the policy left to run.

##### **b If we cancel the policy**

We may cancel your policy by sending you 10 days' notice by registered letter to your last known address. We will refund a percentage of your premium depending on the period of the policy left to run.

## **6 Arbitration**

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services Ombudsman's Bureau (see page 1 for contact details). If the Financial Services Ombudsman's Bureau will not deal with the disagreement, you will have to refer it to arbitration. 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 will only apply if:

- a you keep to the terms, conditions and endorsements and the statements and answers in the proposal form are true; and
- b as far as you know, the statements made and the information given to us, which form the basis of the contract, are complete and correct.

## **8 Payments**

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

## **9 Paying by instalments**

If you are paying, or have agreed to pay the premium for this policy by instalments, you must keep your payments up to date. If you miss any payments, we will withdraw your option to pay by instalments or we will cancel the policy (or both). If you have a claim during the current period of insurance, you must pay the full yearly premium. We will deduct any premium owed to us from any claim we pay.

## **10 Stamp duty**

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

## **11 The value of your buildings**

You must, at all times, keep the sum insured at a level which represents the full value of the insured building. This means the estimated cost of rebuilding if the completed building was totally destroyed.

This is not necessarily the market value of the building.

## **12 Premium adjustments**

If a change to your policy results in an extra premium of less than €15, we will not charge you.

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

## **No-claims discount**

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

If you have consecutive periods of insurance with us without any incident which may give rise to a claim, we will reduce your premium when you renew the policy in line with our discount scale that applies at the renewal date. We will give you details if you need them.

If during a period of insurance incidents happen giving rise to claims under the policy, we will reduce the no-claims discount to 0%.

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

## How to make a claim

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### You should

1. Check that the cause of the loss or damage is covered. The policy contains details of what is covered and how claims are settled.
2. Follow the conditions set out in the policy.
3. Advise us by phone on **1890 24 7 365**.
4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make your property weather proof (if for example the roof has been damaged) can be put in hand immediately but retain the bills as the cost may well form part of your claim. However we should be given an opportunity of inspecting the damage before permanent repairs are commenced.

### We will

1. where necessary, arrange for someone to call as soon as possible. This person will be one of our own claims staff or an independent chartered loss adjuster appointed to discuss your claim.
2. in other cases let you know if we need any more information.

## **Endorsements** (Amendments to the standard policy wording)

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The following endorsement(s) apply only if specified in the policy schedule.

### **1615 - Restricting cover to fire only**

The liability of the company is restricted to damage arising from cause 1 only (Fire, lightning or explosion).

### **1617 - Policy excess**

The policy excess has been amended and is now as stated in the schedule of insurance.



## Notes

[illegible]

[illegible]



# questions, complaints? / we're here to help.

- If you have questions or problems, contact your local AXA Insurance branch or phone your broker.
- For help with claims, ring us on **1890 24 7 365.**



Corporate member of  
Plain English Campaign  
Committed to clearer communication

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