

# policy document / **relax insurance**



**great service and  
better benefits**

January 2014



redefining / standards



# Useful phone numbers



## Claims

If you want to make a claim repairs, please phone this number day or night.

**1890 24 7 365**

## Emergency Home Assistance

If you need emergency home assistance, please phone this number day or night.

**1890 253 347**

# Welcome to your AXA holiday home insurance policy

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

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

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

Please read it carefully and if you have any questions, please contact your local AXA branch office.

## Here to help

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



**Here to help**

## Need to find something quickly?

Your policy schedule will show the cover you have chosen.

If the question is...	then look at page
My holiday home has been damaged, what do I do?	44
What does claiming do to my premium?	12
How much of a claim do I have to pay?	15
If part of a matching set (for example, a three-piece suite) is destroyed, can I claim for a new set?	10
I discovered water marks on the ceiling, am I insured?	21
Am I covered for property stolen from my garden?	37



Here to help

## And if your question is one of these...

I'm thinking of letting my holiday home for the first time, what do I do?

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

Contact your local AXA branch office and they will help you.

# Contents of your policy

Section	Page number
Caring for you	6
Your policy wording	7
Definitions	8
Understanding your policy	9
How we settle claims	10
No-claims discount	12
Inflation protection	13
What is not covered (General exclusions)	14
Conditions which apply to the whole policy	16
<b>Section A</b> Insurance for your building	20
<b>Section B</b> Insurance for your contents	30
<b>Section C</b> Liability	40
<b>Section D</b> Emergency Home Assistance	44
Endorsements	53

# 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 local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.
- If your complaint relates to Section D “Emergency Home Assistance” please note the separate Complaints procedure.

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

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

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

- the Financial Services Ombudsman Bureau; , 3rd Floor Lincoln House, Lincoln Place, Dublin 2.  
Locall: 1890 882090  
Fax: 016620890  
E-mail: [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 5 working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

# Your policy wording

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

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

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

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

Your policy includes:

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

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

On behalf of AXA Insurance Limited




Chief Executive

AXA Insurance Limited

Registered number: 136155

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



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

**Here to help**

# Definitions in this policy

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



**Here to help**

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

**We, our, us** – AXA Insurance Limited

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

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

**The period of insurance** – the period for which we have accepted your first or any further premium.

**Excess** – the first part of any claim which you have to pay.

**Endorsement** – an alteration to the terms of the policy.

**The buildings** – the holiday home shown in the schedule and the following if they form part of the property:

Domestic greenhouses, tennis hard courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges, decking and septic tanks, all within the boundaries of the land belonging to the holiday home.

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

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

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



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

We explain other words elsewhere in the policy or schedule.

# Understanding your policy

We have designed our policy to help you to understand the cover provided. You will find these headings on many of the pages.

What is covered	What is not covered
These sections are printed in black on a white background and give detailed information on the insurance provided.	These sections are printed in a green colour on a pale-green background and draw your attention to what is not covered by your policy.



Here to help

# How we settle claims

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

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

## Claims retention

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

Where the retention amount remains unclaimed after a period of 4 months from the date of the settlement we undertake to write to remind you of the unclaimed retention and AXA's requirements to release this payment. If we do not hear back from you within 10 working days we will issue a final reminder to you. Where we do not receive a response to our final reminder within 10 working days, AXA will close the claim file.

## Matching sets and suites

We treat one item of a matching set of items or suite of furniture or sanitaryware or other bathroom fittings as a single item. We will pay you for individual damaged items but not for the other undamaged pieces. However, we will pay for replacing undamaged parts of a bathroom suite if we cannot find replacements to the damaged parts.

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

### **Buildings**

If we carry out a repair or reinstatement, we will not take off an amount for wear and tear as long as the sum insured represents the full reinstatement value of the building and you have kept the building in good condition.

The full reinstatement value is not necessarily the value you would get if you sold the property (market value).

### **Contents**

We will take off an amount for:

- clothes, furs, household linen;
- TV sets, DVD players, camcorders, videos, record players, compact disc players, ipods, video recorders, home computers, laptop computers, game consoles and similar equipment including CDs, tapes, records and software over one year old; or
- carpets over five years old.

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

### **Other insurance policies**

If any injury, loss or damage is covered by any other insurance, we will not pay more than our share.

# No-claims discount

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



**Here to help**

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

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

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

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

# Inflation protection

## Buildings

To help protect you against inflation, we will adjust the sum insured under the buildings section each month, in line with an appropriate index\* we have chosen, and each year when you renew the policy we will increase the sum insured in line with that index.

\*Society of Chartered Surveyors, CSO, Dept of Environment.

## Contents

To help protect you against inflation, we will amend the sum insured under the contents section each month, in line with an appropriate index\* we have chosen, and each year when you renew the policy, we will increase the sum insured in line with that index.

\*Consumer Price Index.



**Here to help**

The following applies to buildings and contents.

- If an index falls, we will keep the sums insured and monetary limits at the same level.
- We do not charge for this inflation protection at the time of the monthly increase but when you next renew your policy we will adjust your sums insured as a result.
- Inflation protection will not apply to the monetary limits.
- During the period of repair, after we carry out a repair or replacement for loss or damage to the building, we will continue to protect the sum insured against inflation as long as:
  - a you take reasonable steps to make sure that the repair or replacement is carried out immediately; and
  - b the sum insured at the time of the loss or damage represents the full value.

Although you have the benefits of inflation protection, you should not rely on this alone to keep the building sum insured at the correct level. The replacement cost of your building or contents may be growing faster than inflation – perhaps because of a new extension or new items you have bought. It is a policy condition to insure for the correct amount – see page 19.

# 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 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 €350 of any claim (unless otherwise shown in the policy or schedule).

We will not pay for the first €5,000 of any claim for subsidence, landslip or ground heave.

Claims for water escaping from , or frost damage, to a fixed water, drainage or heating installation, washing machine, dish washer, fridge freezer, waterbed or fish tank are subject to a €1,000 excess.

#### **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.

#### **7 Wear and Tear**

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

# Conditions which apply to the whole policy



You must follow these conditions to make sure you're covered.

**Here to help**

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

## **1 Changes in your circumstances**

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

- You change your address where you normally live.
  - You are structurally altering the home, building an extension, re-roofing or carrying out any major repair work.
  - The home is used for business .
  - Your building does not contain enough furniture for normal living purposes.
  - Your home is let to tenants or shared with lodgers.
  - You have been declared bankrupt.
- You have been convicted of any indictable criminal offence, any offence involving dishonesty or fraud, or any offence against property.
  - You have any pending prosecution for any of the offences listed above.
- We may reassess your cover and premium either immediately or at your next renewal date depending on the information you provide.
- If you are unsure whether a change will affect your cover you should contact us.

## **2 Taking care of your property**

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

## **3 Fraud**

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

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- 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 Garda Síochána 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 information and evidence we ask for, including written estimates and proof of ownership or value.
- 6 You must give us all reports, certificates, plans, specifications, information and help that we may need and pay any costs involved.

It's up to you to prove any loss, so we recommend that you keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.



**Here to help**

pto -

## Conditions which apply to the whole policy continued

### **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, provided you have made no claim.

### **b Cooling-off period**

If you are unhappy with your new policy, you can cancel within 14 days by giving notice in writing. We will refund your premium, less a deduction in respect of the period you were on cover, provided you have made no claim.

### **c If we cancel the policy**

We may cancel your policy by sending you ten days notice by registered letter to your last known address. We will refund a percentage of your premium depending on the period of the policy left to run, provided you have made no claim.

## **6 Arbitration**

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services Ombudsman's Bureau (see page 6 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 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.

## Conditions which apply to the whole policy continued

### **13 Mains services and heating**

You must turn off the mains water whenever your holiday home is unoccupied and you must appoint a responsible person to check the property regularly. If the building is unoccupied between the months of October to March, you must make sure;

- the gas and/or electricity are turned off at the mains and all electrical appliances are unplugged/disconnected from the supply other than those needed to maintain the central heating and alarm systems.
- the water systems are turned off at the mains and water and heating systems drained.

You will not have to drain the water and heating system if;

- your holiday home has a gas or oil fired central heating system set to operate continuously for 24 hours of each day ( not controlled by a timing device).
- there is an adequate fuel supply to ensure you can comply with this requirement.
- the thermostat fitted to the central heating system is set to a minimum temperature of 55 degrees Fahrenheit (13 degrees Centigrade)
- the loft hatch, where fitted is left open.

# Section A:

## Insurance for your buildings

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

### What is the most we will pay?

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

We will not deduct for claims made under extensions to cover 15, 17 and 19.

What is covered	What is not covered
<p>Your policy covers loss or damage to the building by the following causes.</p> <hr/> <p>1 Fire, lightning, explosion or earthquake</p> <hr/> <p>2 Smoke</p> <hr/> <p>3 Storm or flood</p>	<hr/> <p>We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p> <hr/> <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a by frost;</li><li>b by subsidence, heave and landslip;</li><li>c to gates, hedges and fences;</li><li>d due to wear and tear or anything which happens gradually; or</li><li>e to felt roofs over 5 years old unless you can prove that the roof has been inspected by a</li></ul>

Section A: Insurance for your buildings continued

What is covered	What is not covered
	professional builder every 3 years. f caused by rising ground water levels
4 Riot, civil commotion, strikes, labour and political disturbances	
5 Malicious damage	We will not cover loss or damage caused by people legally in the holiday home.
6 Water escaping from, or frost damage to, a fixed water, drainage or heating installation, washing machine, dishwasher, fridgefreezer, waterbed or fish tank	We will not cover loss or damage caused: a caused by water escaping from a drain which leads to subsidence or ground heave; b by water leaking from shower units and baths through seals and grouting c to the part or appliance from which the water leaks; or d to any fixed water or heating installation due to wear and tear, rust, or anything which happens gradually.

What is covered	What is not covered
<p><b>7 Subsidence or ground heave of the site on which the buildings stand, or landslide</b></p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;</li> <li>b to or resulting from solid floors or floor slabs moving, unless the foundations of the outside walls are damaged at the same time and by the same cause;</li> <li>c to swimming pools, terraces, patios, drives, paths, service tanks, sewers, gates, fences, hedges, tennis courts or walls unless the holiday home is damaged at the same time and by the same cause;</li> <li>d caused by structural alterations, demolition, repairs or extensions to the holiday home;</li> <li>e caused by normal settlement, shrinkage, expansion, chemical action or any structures bedding down;</li> <li>f caused by made-up ground or land-filled sites settling or moving;</li> <li>g caused by the coast or riverbank or lake bank wearing away; and</li> <li>h to the holiday home which happened before cover was granted under this policy;</li> <li>i caused by subsidence or ground</li> </ul>

Section A: Insurance for your buildings continued

What is covered	What is not covered
	heave of the site on the buildings stand, or landslip if you hire any experts or contractors other than those carrying out emergency work without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel.
8 Stealing or attempted stealing	We will not cover loss or damage while the building is let or sublet or shared unless force and violence are used to get in.
9 Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting your holiday home	
10 Any radio and television aerials, fittings and masts and satellite dishes breaking or collapsing	
11 Oil leaking from a fixed oil-fired heating installation including smoke damage due to a faulty oil-fired heating installation	We will not cover loss or damage: a caused by pollution or oil spillage if you hire any experts or contractors, other than those carrying out emergency work, without our permission. We will have to agree to you hiring these experts or contractors, and we



What is covered	What is not covered
<hr/> <b>12 Falling trees or branches</b>	<p>have the right to choose experts from our own panel;</p> <ul style="list-style-type: none"><li>b to the part or appliance from which the oil leaked;</li><li>c to any fixed domestic heating installation due to wear and tear, rust, or anything that happens gradually.</li></ul> <hr/> <p>We will not cover:</p> <ul style="list-style-type: none"><li>a loss or damage caused by felling, lopping or topping trees;</li><li>b loss or damage to gates, hedges, walls and fences unless the holiday home is damaged at the same time; and</li><li>c the cost of removing the fallen tree if it has not damaged the holiday home.</li></ul>

Section A: Insurance for your buildings continued

**Extensions to your building cover**

The buildings section of your policy also includes the following cover.

What is covered	What is not covered
<p><b>13 Removing debris and building fees</b></p> <p>If there has been loss or damage which is covered under section A, we will pay for:</p> <ul style="list-style-type: none"><li>a the reasonable cost of removing debris;</li><li>b the reasonable extra cost of reinstating the building that you have to pay to keep to legal regulations or local-authority bye-laws.</li></ul> <p>We will decide whether or not you require the services of an architect, a surveyor, a consulting engineer or any other expert to assist in the repair or reinstatement of the building. We will select the expert and we will discharge their reasonable fees.</p> <p>The most we will pay for any one claim is 10% of the building sum insured.</p>	<p>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;</p> <ul style="list-style-type: none"><li>a before the destruction or damage happened; or</li><li>b for the undamaged parts of the building.</li></ul> <p>We will not pay for any expert engaged by you.</p>

What is covered	What is not covered
<p data-bbox="116 408 428 464"><b>14 Damage to underground services</b></p> <p data-bbox="154 472 498 528">We will cover accidental damage to:</p> <ul data-bbox="154 536 505 727" style="list-style-type: none"><li data-bbox="154 536 505 663">a cables and underground pipes which extend from the buildings to the public mains; and</li><li data-bbox="154 663 417 727">b septic tanks and drain inspection covers.</li></ul> <hr data-bbox="116 751 505 754"/> <p data-bbox="116 762 468 818"><b>15 Breakage of fixed glass and sanitaryware</b></p> <p data-bbox="154 826 406 882">We will cover accidental breakage of:</p> <ul data-bbox="154 890 499 1145" style="list-style-type: none"><li data-bbox="154 890 499 1018">a fixed glass in windows, doors, fanlights, skylight, domestic greenhouses, conservatories, porches and verandas;</li><li data-bbox="154 1018 437 1074">b ceramic hobs or tops of cookers; and</li><li data-bbox="154 1074 420 1145">c fixed sanitaryware and bathroom fittings.</li></ul>	<p data-bbox="535 762 919 858">We will not cover loss or damage to ceramic hobs or tops in moveable cookers.</p>

Section A: Insurance for your buildings continued

What is covered	What is not covered
<p><b>16 Loss of rent and the cost of other accommodation</b></p> <p>If you cannot live in your holiday home because of loss or damage by causes 1 to 12, we will pay the amount of rent (if you have tenants) you should have received but lost while the holiday home was unfit to live in. The most we will pay for any one claim is 20% of the building sum insured.</p>	
<p><b>17 Replacing locks</b></p> <p>We will pay the cost of replacing locks (including keys) to any outside door of the holiday home or any domestic safe or intruder alarm protecting the holiday home if the keys have been stolen from the holiday home. We will not pay more than €750 for any one claim under the buildings or contents section.</p>	<p>We will not cover the cost of replacing keys and locks to a garage or outbuilding.</p>

What is covered	What is not covered
<p><b>18 Fire brigade charges</b></p> <p>We will pay charges made by a local authority in line with the conditions of the Fire Services Act 1981 to control or put out a fire affecting your property in circumstances which have given rise to a valid claim under the policy. We will not pay more than €2,600 for any one claim under the policy.</p> <hr/> <p><b>19 Television, radio aerials and masts and satellite dishes</b></p> <p>We will cover loss or damage to television and radio aerials and masts and satellite dishes outside.</p> <p>We will not pay more than €2,500 for any one claim.</p> <hr/> <p><b>20 Finding a leak</b></p> <p>We will pay for work needed to see whether or not a loss would lead to a valid claim under cause 6 of this section. The most we will pay is €750 for any one claim under the policy.</p>	<hr/> <p>We will not cover any work involving repair, reconstruction or replacement.</p>

Section A: Insurance for your buildings continued

**Optional cover - accidental damage to your buildings**

Your schedule will show if you have chosen this cover.

What is covered	What is not covered
<p><b>21 Accidental loss or damage to your building.</b></p>	<p>We will not cover accidental loss or damage:</p> <ul style="list-style-type: none"><li>a specifically excluded under the buildings section;</li><li>b by frost;</li><li>c by wear or tear or anything which happens gradually;</li><li>d by vermin, insects, fungus, wet or dry rot;</li><li>e by chewing, scratching, tearing or fouling by domestic animals;</li><li>f by mechanical or electrical breakdown;</li><li>g specifically covered somewhere else in this policy;</li><li>h arising from altering or extending the building or the cost of maintenance or routine decoration; or</li><li>i arising from faulty workmanship, faulty design or using faulty materials.</li></ul>

# Section B: Insurance for your contents

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

What is covered	What is not covered
<p>All of the following are covered as long as:</p> <ul style="list-style-type: none"> <li>a they belong to you or you are legally responsible for them; and</li> <li>b they are used for private purposes.</li> </ul> <p><b>Household goods</b> - this includes tenant's fixtures, fittings and decorations inside.</p> <p><b>Personal belongings</b> - this means clothes (not furs) and personal items worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include valuables or money.</p>	<p>We will not cover:</p> <ul style="list-style-type: none"> <li>a mechanically-propelled vehicles (other than lawnmowers and cultivators used just on your property), watercraft, aircraft, caravans, trailers (and their parts and accessories, tools, fitted radios, phones, cassette and compact-disc players) and animals;</li> <li>b decorations inside the holiday home;</li> <li>c property more specifically insured by any other insurance;</li> <li>d deeds, bonds, securities and documents;</li> <li>e valuables such as jewellery, items of gold, silver or other precious metals, watches, furs, cameras, (including video cameras and camcorders) binoculars, pictures and other works of art, collections of stamps coins and medals;</li> <li>f money - this includes coins and bank notes in current use, cheques, postal orders and money orders, Premium Bonds, savings stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps; and</li> <li>g property used for business purposes.</li> </ul>

Section B: Insurance for your contents continued

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

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

The policy excess will not be deducted for claims made under extensions to cover 14 , 16 & 18.

A limit of 10% of the contents sum insured applies to contents kept in any outbuilding or garage belonging to the home, unless otherwise agreed.

What is covered	What is not covered
<p><b>Your policy covers loss or damage to the contents in the holiday home by the following causes.</b></p> <hr/> <p><b>1 Fire, lightning, explosion or earthquake</b></p> <hr/> <p><b>2 Smoke</b></p> <hr/> <p><b>3 Storm or flood</b></p>	<hr/> <p>We will not cover loss or damage caused by smog, agricultural, forestry or industrial operations or anything which happens gradually.</p> <hr/> <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a by frost;</li><li>b to property in the open; or</li><li>c to trees, shrubs and plants growing in the open.</li></ul>



What is covered	What is not covered
<p>4 Riot, civil commotion, strikes, labour and political disturbances</p>	
<p>5 Malicious damage</p>	<p>We will not cover loss or damage caused by people legally in the holiday home.</p>
<p>6 Water escaping from a fixed water, drainage or heating installation, washing machine, fridgefreezer, dishwasher, waterbed or fish tank</p>	<p>We will not cover loss or damage caused:</p> <ul style="list-style-type: none"> <li>a by subsidence, heave and landslip; or</li> <li>b to the part or appliance from which the water leaks.</li> </ul>
<p>7 Subsidence or ground heave of the site on which the buildings stand, or landslip</p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a arising from faulty workmanship, faulty design, faulty or inadequate drains or drainage systems, inadequate foundations or using faulty materials;</li> <li>b to or resulting from solid floors or floor slabs moving unless the foundations of the walls outside are damaged at the same time and by the same cause;</li> <li>c caused by structural alterations, demolition, repairs or extensions to the holiday home;</li> <li>d caused by normal settlement, shrinkage, expansion, chemical</li> </ul>

Section B: Insurance for your contents continued

What is covered	What is not covered
	<p>action or any structures bedding down;</p> <p>e caused by made-up ground or land-filled sites settling or moving;</p> <p>f caused by the coastal or riverbank or lakeside wearing away; or</p> <p>g which began before cover was granted under this policy.</p>
<b>8 Stealing or attempted stealing</b>	<p>1 a We will not cover loss where the property is bought from you by any person using any form of payment which proves to be fake, fraudulent, invalid or uncollectable, for any reason;</p> <p>b We will not cover stealing from the open;</p> <p>c We will not cover stealing from mechanically propelled vehicles.</p> <p>2 We will not pay for the following unless violence and force have been used to get in or out of the holiday home:</p> <p>a loss of or damage to contents in any part of the holiday home which is used for any trade, business or profession;</p> <p>b loss of or damage to contents in the holiday home if any part is let or sublet or</p>

What is covered	What is not covered
<div data-bbox="116 501 465 625"> <p>9 Any aircraft, flying object or anything falling from them, or a vehicle, train or animal hitting the holiday home</p> </div> <div data-bbox="116 662 469 786"> <p>10 Radio and television aerials, fittings and masts and satellite dishes breaking or collapsing</p> </div> <div data-bbox="116 823 478 978"> <p>11 Oil escaping from a fixed oil-fired heating installation including smoke damage due to faulty oil-fired heating installation</p> </div> <div data-bbox="116 1369 432 1398"> <p>12 Falling trees or branches</p> </div>	<div data-bbox="586 405 896 466"> <p>lived in by anyone but you; c pedal cycles.</p> </div> <div data-bbox="535 823 910 1335"> <p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a caused by pollution or oil spillage if you hire any experts or contractors, other than those carrying out emergency work, without our permission. We will have to agree to you hiring these experts or contractors, and we have the right to choose experts from our own panel;</li> <li>b to the part or appliance from which the oil leaked; or</li> <li>c to any fixed domestic heating installation due to wear and tear, rust, or anything which happens gradually.</li> </ul> </div> <div data-bbox="535 1369 884 1463"> <p>We will not cover loss or damage caused by felling, lopping or topping trees.</p> </div>

**Extensions to your contents cover**

The contents section of your policy also includes the following cover.

What is covered	What is not covered
<p><b>13 Contents temporarily removed from the holiday home</b></p> <p>We will cover loss or damage by causes 1 to 12 to contents temporarily removed from the holiday home while anywhere in Ireland, the United Kingdom, the Isle of Man or the Channel Islands for not more than 20% of the contents sum insured.</p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"><li>a by storm or flood to property not in a building;</li><li>b by frost;</li><li>c by stealing not involving force and violence used to get into or out of a building; or</li><li>d while the contents are removed for sale or exhibition or to furniture storage.</li></ul>
<p><b>14 Accidental breakage of mirrors and glass</b></p> <p>We will cover accidental breakage of:</p> <ul style="list-style-type: none"><li>a mirrors;</li><li>b fixed glass in, and glass tops of, furniture; and</li><li>c ceramic hobs and ceramic tops of cookers.</li></ul>	<p>We will not cover loss or damage to property not in the holiday home.</p>

What is covered	What is not covered
<p><b>15 Entertainment equipment</b></p> <p>We will cover accidental damage to:</p> <ul style="list-style-type: none"> <li>a TV sets and their aerials;</li> <li>b radios;</li> <li>c record players, compact-disc players and tape recorders;</li> <li>d video, DVD players and recorders;</li> <li>e home computers; or</li> <li>f cable and satellite or television receivers.</li> </ul> <p>The most we will pay for any one item is €2,000.</p> <hr/> <p><b>16 Replacing locks</b></p> <p>We will pay the cost of replacing locks (including keys) to any outside door of the holiday home or any domestic safe or intruder alarm protecting the home if keys have been stolen from the holiday home. The most we will pay for any one claim under the buildings or contents section of the policy is €750.</p>	<p>We will not cover loss or damage:</p> <ul style="list-style-type: none"> <li>a to equipment designed to be portable while it is being transported, carried or moved;</li> <li>b by mechanical or electrical breakdown;</li> <li>c to records, discs, cassettes and tapes;</li> <li>d caused by or in the process of cleaning or dismantling equipment; or</li> <li>e damage to equipment not in the holiday home.</li> </ul> <hr/> <p>We will not cover the cost of replacing keys and locks to a garage or outbuilding.</p>

Section B: Insurance for your contents continued

What is covered	What is not covered
<p><b>17 Fire brigade charges</b></p> <p>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.</p> <p>We will not pay more than €2,600 for any one claim under the policy.</p>	
<p><b>18 Contents in the open</b></p> <p>We will cover loss or damage by causes 1 to 12 to contents in the open but within the boundaries of the holiday home. The most we will pay for any one claim is €750.</p>	<p>We will not cover loss or damage to:</p> <ul style="list-style-type: none"><li>a valuables and money;</li><li>b any plant, shrub or tree; or</li><li>c pedal cycles.</li></ul>

**Optional cover - accidental damage to your contents**

Your schedule will show if you have chosen this cover.

What is covered	What is not covered
19 Accidental loss or damage to your contents in the holiday home	<p>We will not cover accidental loss or damage:</p> <ul style="list-style-type: none"><li>a specifically excluded under this section;</li><li>b covered somewhere else in this policy;</li><li>c by wear or tear or anything which happens gradually, weather (other than storm or flood), fungus, wet or dry rot, damp, frost, scratching, chipping or denting, corrosion or rust, action of light, manufacturing faults, vermin or insects;</li><li>d arising from loss in value or consequential loss;</li><li>e by chewing, scratching, tearing or fouling by domestic animals;</li><li>f by mechanical or electrical breakdown;</li><li>g arising from faulty workmanship, faulty design or using faulty materials;</li><li>h caused by the process of cleaning, dyeing, repair, alteration, washing, drying, heating, renovation, restoration, maintenance, restyling, dismantling, erecting, or to any article while being worked on;</li></ul>

Section B: Insurance for your contents continued

What is covered	What is not covered
	<ul style="list-style-type: none"><li>i caused by settlement or shrinkage;</li><li>j caused by any paying tenant or guest;</li><li>k caused deliberately by any member of your household;</li><li>l to contact lenses, hearing aids and dentures;</li><li>m to food, drink or plants; or</li><li>n to items of glass, china, porcelain, earthenware or stone (or other items of a similar brittle material).</li></ul>



# Section C: Liability

## Subsection 1 - your legal responsibility to the public

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

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

What is covered	What is not covered
<p>We will cover all amounts that you are legally responsible to pay as damages for:</p> <ul style="list-style-type: none"><li>a   bodily injury (including death or disease) to any person; or</li><li>b   loss or damage to property which happens in or about the building.</li></ul> <p>We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree to in writing.</p> <p>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.</p>	<ul style="list-style-type: none"><li>a   We will not cover liability for:<ul style="list-style-type: none"><li>•   bodily injury to you;</li><li>•   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</li><li>•   loss of or damage to property belonging to you or in your custody and control.</li></ul></li><li>b   We will not cover liability arising from:<ul style="list-style-type: none"><li>•   any wilful, malicious, deliberate or reckless act you commit;</li><li>•   you carrying out any trade, business, profession or employment;</li><li>•   you living in, using or controlling any land or building, other than the building referred to in section A or any temporary home;</li><li>•   you owning any land or building, other than, if section A applies, the building referred</li></ul></li></ul>

Section C: Liability continued

What is covered	What is not covered
	<p>to in section A;</p> <ul style="list-style-type: none"><li>• you owning or using animals other than horses, cats or dogs and other animals normally domesticated in Ireland;</li><li>• you owning or using dogs in breach of the regulations made under the Control of Dogs Acts 1986 and any further amendments to that act if the ownership or use is not in line with those regulations;</li><li>• 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) or electronically assisted pedal cycles;</li><li>• any lift you own or for which you are responsible for maintenance;</li><li>• you owning, or using, any firearm or sporting gun; or</li><li>• human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or</li></ul>

What is covered	What is not covered
	<p>any variations however caused.</p> <p>c We will not cover liability you have under an agreement, unless you would have been liable if the agreement did not exist.</p> <p>d Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.</p>

## Subsection 2 - Liability to domestic employees

This subsection applies only if you have cover under section B - contents. We will not pay more than €3,000,000 under subsection 2 for all damages, costs, fees and expenses for any one claim against you or series of claims arising from one event.

What is covered	What is not covered
<p>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.</p>	<p>a We will not cover liability arising from any deliberate or malicious act.</p> <p>b We will not cover liability you have under an agreement unless you would have been liable if the agreement did not exist.</p> <p>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.</p> <p>d We will not cover liability arising from you owning or using dogs in</p>

Section C: Liability continued

What is covered	What is not covered
<p>We will also pay legal costs and expenses anyone can recover and all costs and expenses we agree in writing.</p> <p>For an injury or disease an employee suffers while temporarily employed outside the Republic of Ireland, the action for damages must be brought in a court of law in the Republic of Ireland.</p> <p>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.</p>	<p>breach of 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.</p> <p>e We will not cover liability arising from human immunodeficiency virus (HIV) or any HIV-related illness including acquired immune deficient syndrome (AIDS) or any variations however caused.</p> <p>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.</p> <p>g Any liability for which you must have insurance cover under the terms of the Road Traffic Acts.</p>

# Section D:

## Emergency Home Assistance

Definitions related to emergency home assistance only;

**Authorised Contractor** – A tradesperson authorised in advance to carry out repairs under this Policy.

**Beyond Economical Repair** – The point at which we estimate that the cost to repair your boiler exceeds its value (based on the scale of valuations according to age and boiler) or where spare parts to repair the appliance cannot be obtained.

**Covered Events** – Emergency assistance to repair essential services within the Property as listed in the section 5 (What is covered).

**Emergency** – The result of a sudden and unforeseen incident at the Property which immediately:

- a) Exposes the insured or a third party to a risk to their health or;
- b) Creates a risk of loss of or damage to the Property and/or any of your belongings or;
- c) Renders the property uninhabitable.

**Emergency Repairs** – Work undertaken by an authorised contractor to resolve the emergency by completing a Temporary Repair.

**Local Territory** – Republic of Ireland

**Permanent Repair** – Repairs and/or work required to put right the damage caused to the Property by the emergency

**Property** – The property as described in your policy schedule.

**Temporary Repair** – A repair undertaken by an authorised contractor which will resolve an emergency but will need to be replaced by a Permanent Repair.

**We, Us, Our** – Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

## Section D: Emergency Home Assistance continued

### **Insurance terms and conditions**

This section of the policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA)(FSA register number 202664). IPA's registered address in the UK is the Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Company number FC008998).

This section of the policy is underwritten by Inter Partner Assistance SA which is authorised by the Banque Nationale de Belgique and regulated by the Central Bank of Ireland for conduct of business rules.

### **Administration terms and conditions**

AXA Assistance (Ireland) Limited provides the services and benefits described in this policy during the Period of Insurance.

### **How to make a claim**

To obtain emergency assistance contact the 24 hour Emergency Helpline on 1890 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

### **Domestic emergency**

If you suffer a Covered Event at your property you should call us on the Emergency Telephone Number. We will then advise you how to protect yourself and the Property immediately; organise and pay up to €250 per claim (€500 for roofing claim) including VAT, call out, labour, parts and materials to carry out an Emergency Temporary Repair, or if at a similar expense, an Emergency Permanent Repair.

In the event the Property becomes uninhabitable and remains so overnight because of the Covered Event, We will, subject to your prior agreement with us, pay up to €100 including VAT in total for:

- your overnight accommodation and/or
- transport to such accommodation

If the temporary repair will cost more than €250 or only in respect of roofing €500 including VAT to complete, we will advise you how much, in total, the repair will cost. We will proceed with the repair only if you agree to pay for the amount over €250 or in the event of roofing the amount over €500.

## **What is covered**

The Covered Events are the ones listed below:

- a) Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- b) Blockages in toilet waste pipes.
- c) Gas or electricity complete failure within the Property
- d) Complete failure of central heating or gas/oil boiler failure. Boilers and/or heating systems over 15 years old are not covered. Boilers and/or heating systems that are not serviced to manufacturer's recommendation are not covered. Boilers must have been serviced within the last 2 years.
- e) Hot water failure, where the only source of hot water within the property has stopped working
- f) Broken or damaged windows and doors presenting a security risk to the property
- g) Permanent and irreplaceable loss of all keys required to gain access to the Property not including outbuildings
- h) Roofing - sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather

There are Conditions and Exclusions, shown overleaf, which limit your cover. Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an incident has occurred that it is not insured.

## Section D: Emergency Home Assistance continued

### **What is not covered**

The following are excluded from the insurance:

- Any leaking or dripping tap that requires a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitary ware
- Cost of trace and access to locate the source of the emergency (please refer to either Section A, sub section 20 “Finding a leak” or Section B, sub section 29 “Finding a leak” if these sections are operative on Your schedule).
- External overflows, external guttering
- Burst or leaking flexible hoses which can be isolated or leaking washing appliances
- External water supply pipes
- Septic tanks, Swimming Pools installations
- Failure of boilers or heating systems that have not been inspected or serviced in the previous 2 years by a qualified person in accordance to the manufacturers recommendation, you may be asked to produce the inspection sheet at the time of the claim
- Boilers over 15 years old
- Shared water/drainage facilities
- Material/labour charges covered by manufacturer/supplier/installer warranties.
- Replacement of light bulbs and fuses in plugs. Any failure of electricity that affects only part of the Property
- Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
- Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment
- Any Breakdown to Flushing Mechanism of toilets
- Damage to boundary walls, hedges, fences or gates
- LPG fuelled, oil fired, solid fuel fired, warm air, solar and un-vented heating systems or boilers with an output over 60 Kw/hr



- Electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

We will not be liable for any of the following

- Loss or damage arising from circumstances known to you prior to the start date of this insurance.
- Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
- The cost of replacement parts due to natural wear and tear.
- Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- Any loss due to faulty installation of your plumbing, heating, electrical system within the Property
- Any faulty installation of a kitchen appliance
- 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.
- Any cost relating to the attempted repair by you or your own contractor without our prior authorisation.
- 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.
- Any emergency in a property that has been unoccupied for more than 40 consecutive days.
- 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.
- Any loss or damage arising as a consequence of:
  - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

## Section D: Emergency Home Assistance continued

- Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

### **Complaints procedure**

#### **(for emergency home assistance claims only)**

We make every effort to provide you with the highest standards of service. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, N6 Kilmartin Centre, Athlone, Co. Westmeath

If you remain dissatisfied with the final response to your complaint you may have the right to make an appeal to the Financial Services Ombudsman

Phone: 01 662 0899

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

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

### **Financial Services Compensation Scheme (FSCS)**

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and you may be entitled to claim compensation in such event. Further information can be obtained from either AXA Assistance (Ireland) Limited or on [www.fscs.org.uk](http://www.fscs.org.uk)

## General conditions

- We will only pay costs which are incurred as a direct consequence of the event which led to the claim you are making under this policy up to the policy limit. Shown in paragraph 1 and 2 above, entitled 'Domestic Emergency'
- No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance.
- You must quote the reference number when calling for help. You must produce the relevant identification including boiler service receipts on the demand of the contractor or our other nominated agent.
- If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.
- This insurance does not cover normal day to day maintenance at your property that you should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency.
- 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.
- **During the period of insurance we will not be responsible for more than one claim.**

## Parts availability

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, we will arrange for a manufacturer to provide you with a quotation for a suitable replacement at your cost.

## Section D: Emergency Home Assistance continued

### **Data protection**

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Acts 1998 and 2003.

Under the Data Protection Acts 1998 and 2003 you have the right of access to the personal data held about you by AXA Assistance Ireland Limited, by sending a written request to the Data Protection Unit, AXA Assistance, N6 Kilmartin Centre, Athlone, Co. Westmeath including the appropriate fee of €6.35. You also have the right to require AXA Assistance to correct any inaccuracies in the information we hold about you. The information we hold about you is confidential. We will only ever disclose it to another party with your consent, for the purposes of contacting you about other products or services, if the law requires us to disclose it and/or to our agents providing services to you.

We may monitor and record phone calls to help maintain our quality standards and for security purposes.

# Endorsements

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

## **1609 Buildings of farm property**

The insurance under section A - Buildings of this insurance applies only to those buildings described and used just for domestic and private purposes.

## **1610 Contents of farm property**

The insurance under section B - Contents of this insurance applies only to those buildings described and used just for domestic and private purposes.

## **1615 Restriction of cover to fire and smoke damage on buildings and contents**

Our liability under section A – Buildings or section B – Contents is restricted to: Cause 1: fire, lightning, explosion and earthquake. Cause 2: smoke

## **1622 Mortgagee clause**

The interest of the company who provided any mortgage (lender) in this insurance will not be affected by any act or neglect of the borrower or anyone living, using or controlling any building we insure if the danger of loss or damage is increased without the lender's authority or knowledge as long as they immediately let us know about the increased risk in writing as soon as they become aware of it. They must pay any extra premium we may need.


## **1623 Exclusion of subsidence cover**

**1. Section A - (Buildings)** We will not cover loss or damage by Cause 7 -Subsidence or ground heave of the site on which the buildings stand, or landslide.

**2. Section B - (Contents)** We will not cover loss or damage by Cause 7 - Subsidence or ground heave of the site on which the buildings stand, or landslide.

**3. Section A - (Buildings)** We will not cover loss or damage by Cause 6 -Water escaping from a drain which leads to subsidence or ground heave of the site on which the buildings stand, or landslide.

**4. Section B - (Contents)** We will not cover loss or damage by Cause 6 - Water escaping from a drain which leads to subsidence or ground heave of the site on which the buildings stand, or landslide.



Endorsements are changes to the standard policy wording.

**Here to help**

**1631 Intruder alarm warranty**

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

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

**1632 Non-standard construction**

We have noted that the building is not of a standard construction. The terms, conditions and limits of the policy will apply.

**1639 Excluding storm or flood cover**

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

**1646 Holiday home rented out**

The cover provided in Section B - contents - applies only to household furniture, fittings and utensils which you own. Section B - contents - does not cover stealing unless force and violence are used to get into or out of the home and its domestic outbuilding. Section C - liability - will cover claims made on you for causing bodily injury to any person or accidental damage to property caused by faults in the furniture, furnishing and utensils. The terms, conditions and limits of the policy will apply.

## Notes

[illegible]

## Notes

[illegible]





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

- If you have questions or complaints, contact your local AXA Insurance branch.



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Plain English Campaign  
Committed to clearer communication

308

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