



# HomeChoice Policy

## Important Information

Please read and keep safe



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### **Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.  
 A private company limited by shares.  
 Registered in Ireland No. 605769.  
 Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

# Introduction

## Your policy and schedule

Here is your new HomeChoice policy and schedule containing full details of the insurance we are providing. The schedule sets out details of the cover you have chosen.

Please read this policy and schedule carefully to make sure that you have the cover you need.

## Cooling Off Period

You have the right to cancel your policy in the 14 working days after the start of the policy or the day on which you receive your policy documents, whichever is later. You need to let us know, quoting your policy number, so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance.

## HomeChoice policy

This policy is a contract of insurance between you and us.

This policy booklet, together with the information you have provided and your schedule of insurance, form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC).

In return for your premium, we will provide the cover shown in the schedule during the period of insurance.

Details on our claims settlement process are outlined in the 'How we settle claims' section of this policy.

## The law which applies to this contract

Under the relevant European and Irish law, the insurer and the customer may choose the law which applies to the contract. We propose that Irish law will apply. This insurance is provided by Aviva Insurance Ireland DAC.

## Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an agent or adviser, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact the following:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)
- **Financial Services and Pensions Ombudsman** at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

You will not lose your right to take legal action if you contact either of the above.

## Special notes

### **Mid-term alterations**

If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount under €20.

### **Insurance Act 1936, Section 93**

All money paid by us under this policy will be paid in the Republic of Ireland.

### **Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## Definitions

Wherever the following words or phrases appear in the policy documentation, they will have the meanings given below.

### **Bodily injury**

Injury resulting directly from an accident caused suddenly by violent and visible means.

### **Buildings**

Your home and its fixtures and fittings, interior decorations, swimming pools (but not outdoor spas and hot tubs), fuel, septic and service tanks, terraces, patios, decks, paths, driveways, tennis courts, walls, fences and gates for which you are legally responsible, all within the boundary of your home.

### **Caravan (section 3)**

Your caravan or mobile home including fixtures, fittings, furniture, furnishings and utensils in or attached to it and used for social, domestic and pleasure purposes only.

### **Contents**

Household goods, personal belongings and valuables, including personal money up to the limit shown in the schedule; within your home which you or any member of your household own or for which you are responsible.

The most we will pay for Contents in your domestic outbuildings is shown in your schedule.

### **Contents does not include:**

- documents or securities (stocks and shares) valued at more than €400 in total;
- medals or coins;
- caravans, watercraft, motor vehicles (including ride-on lawnmowers) or trailers or parts or accessories for any of them;

- any living creature or plants, trees or shrubs;
- property used or kept for business, trade or professional purposes;
- property more specifically insured;
- dentures; or
- unmanned aerial vehicles (UAVs), drones or radio controlled aircraft.

### **Credit and debit cards**

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

### **Endorsement**

Changes to the terms of your policy that are shown in your schedule.

### **Excess**

The amount you must pay towards certain claims. This is shown in your schedule.

### **Home**

Your private house and its outbuildings (including those built of timber, up to €3,000 in value) or apartment at the address shown in your schedule, all of which are used only for domestic purposes.

### **Household**

You and anyone else who lives permanently with you at your home. Excluding; paying guests, tenants or lodgers.

### **Period of insurance**

The period shown in the schedule.

### **Personal belongings**

Luggage, clothing, sports, musical and photographic equipment and other items that you normally wear or carry with you.

## Definitions (continued)

### **Personal money**

Cash, currency notes, banknotes, current postage stamps, cheques, postal and money orders, National Insurance stamps, Savings Stamps and Certificates, other trading stamps, travel tickets and traveller's cheques, gift or book tokens, and credit notes.

### **Schedule**

The document which gives details of the cover you have.

### **Sum insured**

The amount shown in your schedule as the most that we will pay for claims resulting from one incident.

### **Unoccupied**

Not permanently lived in by a member of your household or any other person who has your permission.

### **Unfurnished**

Does not contain enough furniture for normal living.

### **Valuables**

Jewellery, furs, items of precious metals, pictures and works of art. Unless we say otherwise, the most we will pay for valuables is one third of the contents sum insured in total and €2,600 or 5% of the contents sum insured (whichever is more) for any single item.

### **We, us and our**

Aviva Insurance Ireland DAC.

### **You and your**

The person named as policyholder in the schedule.

# Section 1 – Buildings and contents

## Events insured

(See the corresponding exclusions opposite.)

We will provide cover for loss or damage to your buildings and contents in your home caused by the following:

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1 **Fire, explosion, lightning, earthquake**

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2 **Smoke**

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3 **Storm or flood**

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4 **Falling trees or branches**

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5 **Falling aerials, masts, satellite dishes or security cameras**, including damage to these.

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6 **Impact** by an aircraft or other flying object, road or rail vehicle (or anything falling from them) or animals (not including domestic pets).

## Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule or for loss or damage:

- 
- which happens gradually;
- 
- due to frost;
  - caused by water entering your home due to wear, tear or deterioration;
  - to fences, gates or decks;
  - to roofs constructed with torch-on felt exceeding 10 years of age, or other felt exceeding 5 years of age.
- 
- to trees or the cost of removing fallen trees or branches;
  - caused by tree felling or lopping operations;
- 
- to aerials or masts over 15 metres high (unless we agree otherwise) – the most we will pay for loss or damage to aerials, masts, satellite dishes or security cameras is shown in your schedule;
- 
- to contents unless the buildings are damaged by the same cause.



## Section 1 – Buildings and contents (continued)

### Events insured

(See the corresponding exclusions opposite.)

We will provide cover for loss or damage to your buildings and contents in your home caused by the following:

- 7 **Subsidence, heave or landslip** of the land on which your home stands.

### Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule or for loss or damage:

- caused by normal settlement or shrinkage or by made-up ground moving, coastal or river erosion (wearing away), inadequate foundations, demolition, construction, or structural repair or alteration;
  - caused by using faulty and /or unsuitable material(s), faulty and /or unsuitable design, or poor workmanship;
  - to walls, fences, gates, decks, footpaths, driveways, terraces, patios, tennis courts, and swimming pools, unless your home is damaged at the same time and by the same cause;
  - if any of the property on the site has previously been damaged by land; moving, subsiding or slipping, and you have not told us about it;
  - to solid floors unless the foundations beneath the outside walls of your home are damaged at the same time and by the same cause.
- 
- 8 **Leaking or overflowing of water or oil** from within any plumbing, heating or drainage system or fixed domestic appliance.  
**Trace and access** – we will pay the amount shown in your schedule to find the source of any oil or water leak causing damage which is covered by this event.  
**Loss of oil** – we will also pay the amount shown in your schedule to replace oil lost as a result of these events.
- while your home is unfurnished or unoccupied for more than 60 days in a row;
  - caused by wear and tear or deterioration;
  - to walls or wall tiles caused by water from shower units;
  - to the component or appliance from which water leaks (unless caused by freezing).

## Events insured

(See the corresponding exclusions opposite.)

We will provide cover for loss or damage to your buildings and contents in your home caused by the following:

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### 9 Theft or attempted theft

## Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule or for loss or damage:

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### 10 Riot, civil unrest, strikes, labour or political disturbances, vandalism or malicious acts

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### 11 Breakage of glass

Accidental breakage of sanitaryware and fixed glass in windows, doors, solar panels, plate-glass tops and fixed glass in furniture, glass shelves, ceramic hobs and mirrors.

The most we will pay for ceramic hobs or glass oven doors is shown in your schedule.

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### 12 Service pipes and cables

Accidental damage to service pipes, cables and underground tanks which service your home and for which you are responsible.

- while your home is unfurnished or unoccupied for more than 60 days in a row;
  - to money or stamps unless force and violence are used to get into or out of the buildings;
  - while any part of the buildings are let, sublet, occupied by paying guests or used for business or professional purposes unless force and violence are used to get into or out of the buildings;
  - not reported to the police;
  - where the theft is carried out, or attempted, by any person(s) lawfully on the premises.
- 
- to boundary walls, fences, gates, decks, footpaths, driveways, terraces, tennis courts, patios, and swimming pools;
  - while your home is unfurnished or unoccupied for more than 60 days in a row;
  - caused by a person legally on the premises;
- 
- to hand mirrors;
  - while your home is unfurnished or unoccupied for more than 60 days in a row;
  - to any item damaged or cracked before this insurance began;
  - caused by any process of repair, replacement or alteration.
- 
- as a result of tree root action

## Section 1 – Buildings and contents (continued)

### Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following:

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#### 13 Domestic employees' belongings

Loss or damage caused by any of the events 1 to 10 to the clothing and personal belongings of any of your domestic employees in your home or while with you or your family temporarily in any other house.

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#### 14 Contents temporarily removed

Loss or damage caused by any of the events 1 to 10 while your contents are temporarily removed from your home to anywhere in Ireland or elsewhere in Europe. However, we will only insure against theft or attempted theft when your contents are:

- in any bank safe deposit or private house which is lived in;
- in any building where you or any household member lives, or is employed, or carrying on business;
- being taken to or from any bank or safe deposit by you, a household member or authorised employee.

The most we will pay is 20% of your contents sum insured.

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#### 15 Insurance for contents during household removal

Loss or damage to your contents while they are being moved by professional removal contractors between your home and your new permanent home in the Republic of Ireland or Northern Ireland.

### Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule or for loss or damage:

- 
- to money and stamps;
  - to items more specifically insured;
- 
- to any property at, or while being transported to or from, an exhibition, furniture store or sale room;
  - caused by storm or flood to property being transported;
  - by theft or attempted theft of money and stamps from any building if force is not used to get into or out of the property;
  - by accidental damage;
- 
- to contents in storage away from the removal vehicle;
  - for which you can claim from any other source;
  - caused by cracking, scratching or breaking of glassware, china, pottery, porcelain, terracotta or other brittle items unless they have been packed for removal by professional packers.

## Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following:

## Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule or for loss or damage:

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### 16 Death benefit

- a We will pay the amount shown in your schedule if you or your domestic partner die within three months of an injury received in your home caused by a fire, violence related to a theft or an accident
- b If your pet dog or cat is killed as a direct result of a fire or theft involving forced entry for which you are entitled to claim under this policy, we will pay the amount shown in your schedule in compensation. Your dog must be licensed and we may need proof of purchase or pedigree.

You will not have to pay an excess under this section.

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### 17 Replacing door locks

If the keys to the locks of outside doors, alarm systems or domestic safes at your home are stolen during a break-in at your home, or an assault on a member of your household, we will pay the cost of replacing the locks up to the limit shown in your schedule and you will not have to pay an excess under this section.

- to locks on domestic outbuildings;

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### 18 Jury service

We will pay the daily benefit shown in your schedule for each day or part of a day that you or your partner go to court for jury service. A claim under this section will not affect your no-claim bonus and you will not have to pay an excess under this section.

## Section 1 – Buildings and contents (continued)

### Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following:

### Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule.

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### 19 Visitors' belongings

Loss or damage (including accidental damage if this applies) caused by any of the events 1 to 10 to your visitors' personal belongings while temporarily in your home. We will pay up to the limit shown in your schedule and you will not have to pay an excess under this section.

---

### 20 Credit and debit cards

If you or any family member living permanently with you become legally liable for costs following the loss of your credit or debit cards, we will pay these costs up to the amount shown in your schedule. This cover applies in Europe and for 30 days in any period of insurance anywhere in the world.

We will not pay for any legal liability:

- more specifically insured under any other policy;
- resulting from a lost card which you did not report to the police and the organisation which gave you the card within 24 hours of discovering the loss;
- which happens if you break the conditions of the organisation which gave you the card;
- if anyone related to you uses your card fraudulently.

You will not have to pay an excess under this section.

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### 21 Alternative accommodation

If the buildings cannot be lived in because of any of the events 1 to 10, we will pay for; any loss of rent, or, other reasonable expense(s) you have to pay for similar accommodation, including putting pets in kennels, but only for the time needed to make your home fit to live in.

We will not pay more than 15% of the buildings and contents sums insured.

## Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following:

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### 22 **Architects', surveyors', legal and other fees and associated costs**

We will pay, within the sum insured on buildings, following damage by an insured event:

- architects', surveyors' and legal fees;
- the cost of shoring up, demolishing or dismantling any part of the buildings, and removing debris; and
- the extra cost of meeting current building regulations relating to that damage.

All payments made under this section are subject to prior approval by us.

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### 23 **Contents in the open**

We will cover loss or damage caused by an insured event (other than accidental damage) to contents, up to the amount shown in your schedule, while **temporarily** in the open and within the boundary of your home.

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### 24 **Frozen food – food in a domestic freezer at your home**

We will cover loss or damage to frozen food caused by a rise or fall in temperature, refrigerant leaking or refrigerant fumes.

## Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule.

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We will not pay for fees of Public Loss Assessors and/or fees associated with the preparation or presentation of any claim.

We will not pay for loss or damage:

- to bicycles;
- when the buildings are unfurnished or unoccupied for more than 60 days in a row.

You will not have to pay an excess under this section.

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We will not pay for loss or damage caused by:

- a any deliberate act or neglect;
- b an electricity company withholding or restricting the supply;
- c labour or political disturbances or strikes.

## Section 1 – Buildings and contents (continued)

### Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following:

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### 25 Public and personal liabilities

We will cover your legal liability for damages, costs and expenses for:

- a bodily injury or disease to any person;  
or
- b loss or damage to any property.

which arises during the period of insurance:

- in your personal (rather than business) capacity; or
- as an owner or occupier of the buildings (for accidents in or about the buildings).

We will also cover any member of your household, or any domestic employee carrying out any duty on your behalf.

We will not pay more than the amount shown in your schedule for all claims that are due to one cause, including all legal costs and expenses.

If you or any person entitled to cover dies, we will cover your or their legal personal representatives for any liabilities that have arisen and are covered by this policy.

### Exclusions

(See also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule.

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We will not cover any legal liability:

- to any household member or their employees;
- for any property owned, used or in the possession of any member of your household;
- in connection with the following.
  - Any profession or business
  - Tree felling or lopping operations
  - Your owning or using land other than within the boundary of your home
  - Incidents which happen outside Europe.

You will not have to pay an excess under this section.

## Events insured

(See the corresponding exclusions opposite.)

We will provide cover for the following:

### 26 Liability to employees

We will cover your legal liability for damages, costs and expenses for:

- a) bodily injury or disease to any domestic employee (including chauffeurs and golf caddies), temporary and occasional employees, or any person carrying out repairs or decorations while you employ them in connection with your home, during the period of insurance.

We will not pay more than the amount shown in your schedule for all claims that are due to one cause, including all legal costs and expenses.

## Exclusions

(See also the general policy exclusions on page 24.)

We will not cover any legal liability in connection with:

- a) your involvement in farming;
- b) accidents involving any member of your family or your household;
- c) structural improvements or alterations to your home; or
- d) accidents involving independent consultants or their employees.

You will not have to pay an excess under this section.



## Extra notes to section 1

### Index-linking

- 1 We continuously monitor a number of rebuilding and household goods indices and may adjust your building and contents sums insured each year using the index that we feel best protects you against the effects of inflation.

However, in doing this we do not take account of the significant differences in customers' homes and we strongly recommend that you calculate your rebuilding costs using the Society of Chartered Surveyors' guidelines and carry out an inventory to work out the replacement costs of your home contents. We will be happy to adjust your sums insured in line with this.

You are a responsible for ensuring that your sums insured represent the full reinstatement value of your buildings and/or contents.

You can find helpful guidelines on the Society of Chartered Surveyors' website at <http://www.scsi.ie>.

### Farmhouses

- 2 If you are a farmer, this policy does not apply to farming, any person helping in the business of farming, stock or utensils, or to stables, garages or outbuildings used for this purpose, or to any horse you use in connection with the business.

### Our maximum liability

- 3 We will not pay more than the sums insured for any one claim under events 1 to 15.

### Purchaser's clause

- 4 If you exchange contracts to sell your home and the building is damaged or destroyed before the sale has been completed, the person you are selling to will be entitled to any benefit from this insurance (for the

damage or destruction) once the sale has been completed. This does not apply if the person you are selling to has arranged other insurance.

### Title deeds

- 5 We will pay up to the amount shown in your schedule to prepare new title deeds to your home if they are lost or damaged while in your home or while lodged with a bank, building society or solicitor.

### Fire brigade charges

- 6 We will pay up to the amount shown in your schedule for charges made by a fire authority to control or put out a fire affecting (or likely to affect) your home.

### Wedding and Christmas cover

- 7 We will automatically increase your contents sum insured by 10%:
  - a for the month of December; and
  - b for 30 days before and after the wedding of any member of your immediate family.

## Section 2 – Optional cover for jewellery, personal belongings, bicycles and money

### This section only applies when shown on your schedule

We will cover loss or damage to jewellery, personal belongings, bicycles and personal money in Europe or, for up to 30 days in any period of insurance, anywhere in the world.

#### 1 Options A, B, C – unspecified items

Under any of these options you are covered for unspecified items, as described above, up to the sum insured shown in your schedule. The most we will pay for any single item is also shown in your schedule as the 'single article limit'.

#### 2 Option D – specified items

We will cover loss or damage to any item noted in the schedule up to the corresponding sum insured.

#### Index-linking

We automatically increase the sums insured for specified items (not including bicycles) at each renewal using the contents index that we feel best protects you against the effects of inflation (see page 16).

**Exclusions** (see also the general policy exclusions on page 24.)

We will not pay for the excess shown in your schedule or for loss or damage:

- to any bicycle while
  - a) it is being used for racing, pacemaking, speed testing or for hire or reward;
  - b) it is parked, unless securely locked to a fixed item; or
- to bicycle parts, unless the bicycle is stolen or damaged at the same time.

We will not pay the excess shown in your schedule or for loss or damage due to:

- customs or other officials or authorities taking or keeping your property;

- wear, tear, loss of value, corrosion or anything which happens gradually;
- mechanical or electrical faults, insects, vermin, rust, rot, mildew, fungus, cleaning, dyeing or restoration;
- atmospheric or weather conditions;
- repair or misuse;
- theft or attempted theft from an unattended vehicle unless the items are hidden in a locked boot or closed compartment and the vehicle was broken into using force or violence; or
- not reported to the police within 24 hours of discovering it.

#### Items not covered

- stamps, documents and securities (stocks and shares);
- contact lenses or hearing aids;
- mobile phones or camcorders (unless you have given us details and they are noted in the schedule);
- household goods and domestic appliances;
- caravans, vehicles, car phones, or watercraft (or parts or accessories for any of them);
- camping, sailing, underwater or parachuting equipment;
- items more specifically insured or any amount that you cannot recover from a specific insurance because the insurer has refused or reduced the claim;
- all sports equipment whilst in use or in play, including but not limited to; racquets, bats, sticks, golf clubs, skis, ski poles, ski bindings and other skiing equipment; or,
- items used or held for business, trade or professional purposes.

## Section 3 – Optional caravan cover

This section only applies when shown on your schedule

### Property insured

Your caravan described in the schedule.

### Where your property is covered

Ireland and, for 60 days in any period of insurance, any other European country. Cover also applies while being transported by sea to or from these regions.

### Events insured

We will cover loss or damage to:

- 1 your caravan; and
- 2 your contents and personal belongings in your caravan or in any private car that is towing it.

### Exclusions

(See also the general policy exclusions on page 24.)

We will not cover:

- the excess shown in your schedule; or
- more than the total sums insured shown in your schedule.

Nor will we cover loss or damage:

- a to valuables worth more than 5% of the total contents sum insured for the caravan;
- b caused by an earthquake;
- c caused by wear and tear, loss in value, deterioration, corrosion, mechanical or electrical faults, moths, vermin, mildew or weathering;
- d resulting from theft or malicious damage when the caravan is left unattended and not securely locked;

- e when being towed by a motor vehicle, unless attached by a proper and efficient fitting;
- f while the caravan is being used for hire or reward, as a permanent home, or other than for social, domestic and pleasure purposes;
- g caused by a storm, unless the caravan is securely anchored at each corner of the chassis by chains when parked and reasonably protected from high winds when laid up at your home.

### Your liabilities

We will cover your legal liability for damages costs and expenses for:

- a bodily injury or disease to any person; and
- b loss or damage to any property arising during the period of insurance.

We will not pay more than the amount shown in your schedule for all claims.

### Exclusions

(See also the general policy exclusions on page 24.)

We will not cover any legal liability:

- to any household member or their employees;
- for any property owned, used or in the possession of any member of your household;
- resulting from an accident arising while being towed; or
- while being used for hire, as a permanent home or for business purposes.

You will not have to pay an excess under this section.

## Section 4 – Help in a home emergency cover (emergency repair service provided by MAPFRE ASSISTANCE Agency Ireland)

This section only applies when shown on your schedule

### Freephone 1800 565 556

If there is a home emergency, we can help 24 hours a day, 365 days a year through our service provider, MAPFRE ASSISTANCE Agency Ireland.

An emergency is an unexpected or sudden event which damages your home and which needs immediate action to prevent further damage and to make it safe and secure.

### Events insured

#### A Emergency services

We will provide a repair service to secure your home and prevent further loss or damage caused by any of the following.

- 1 Water or oil leaks – from pipes, fittings, sanitary fixtures and fixed installations within your home
- 2 Failure of the electricity supply – caused by a fault or damage to the electrical installation inside your home
- 3 Theft, loss of keys or accidental damage to locks
- 4 Storm or any other accidental damage which makes your home insecure
- 5 Broken glass in outside windows and doors which make your home insecure.

### Exclusions

(See also the general policy exclusions on page 24.)

We will not pay to repair:

- damage caused by wear and tear or deterioration;
- air-conditioning installations, electrical showers, water filtration units, or jacuzzis;
- lighting such as, but not just, bulbs or fluorescent tubes;
- alarms or phone systems;
- inside doors or fittings;
- outside doors not leading directly to your house; or
- mechanical shutters or automatic garage doors.

### Cover provided

We cover the cost of the call-out, labour and materials which are needed to carry out the repair (up to €250 for each incident or €260 in the case of 5 above). If repairs cost more than these amounts, you are responsible for paying any difference. If the damage is covered by your policy and you make a claim, we will refund any money you have paid out (less your policy excess).

### B Follow-up services

When we have carried out an emergency repair, we will also provide the following benefits to you.

- 1 Accommodation – If you cannot live in your home, we will provide overnight accommodation which we choose for up to four people. We will also provide transport from your home to and from the accommodation

- 2 Furniture storage – If you cannot live in your home, and you need to remove household furniture for security reasons, we will provide seven days' storage for your furniture and transport to and from the storage facility up to 50 kilometres from your home
- 3 Urgent messages – When you have an emergency in your home, we will pass an urgent message to a family member at home or abroad
- 4 Essential information – If you need the phone number of an essential service urgently, simply call the Freephone number on page 19 and we will give you the phone number for the hospital, police station, fire brigade, 24-hour pharmacy or transport company you need
- 5 Hotline service – If you call the number and it is not an emergency, we will provide a hotline for all of the services listed above. Simply call the Freephone number and ask for the hotline service and a member of our network of tradesmen will contact you to discuss the problem and provide a competitive quotation for the work involved.

### Conditions which apply to A and B

(See also the general policy conditions on page 22.)

- a We will not pay any benefits unless you contact the emergency number and we authorise help

- b You must quote the policy number when calling for help and produce identification if the operator, tradesman, or any other of our agents asks
- c You cannot transfer the benefits of this section to anyone else.

### Exclusions which apply to A and B

(See also the general policy exclusions on page 24.)

We will not pay for any:

- 1 work other than emergency repairs as shown;
- 2 work carried out which is not in your home;
- 3 costs paid without our approval;
- 4 incident caused by an avoidable or deliberate act committed by anybody legally on your premises;
- 5 damage to your contents;
- 6 loss which results from any act carried out to provide the emergency service.

## Section 5 – No-claim discount

We will reduce the premium you pay when you renew according to the following scale if we do not pay a claim under your policy during the period of Insurance.

No claim discount	
Number of years claim free	No-claim discount
Nil	0%
One	15%
Two	18%
Three	25%
Four	35%
Five	40%
More than five	40%

If we pay for a claim during any period of insurance, we will reduce your no-claim discount to 0% at your following renewal.

Any payment we make for jury service claims will not affect your no-claim discount.

You cannot transfer your no-claim discount to another person.

## Section 6 - Home insurance claims

### How to make a claim

If you have experienced a problem that may result in a claim phone our Property Claims Service on 1800 147 147 as soon as you can for help and guidance with your claim.

### How we settle claims

At our sole discretion, we will decide how to settle your claim. We may arrange for a contractor appointed by us to repair, reinstate or replace the lost or damaged property. Where we opt to use our discretion to reinstate property to settle a claim, we will provide you in advance with details of the scope of the work that has been approved and the cost.

If we decide to pay a cash amount to settle the loss or damage we will not pay more than a contractor appointed by us would have charged for the repair, replacement or reinstatement.

If we decide to settle your claim with the payment of an agreed cash sum, stage payments of the agreed sum can be made by us and a portion of the agreed sum will be retained by us, as permitted by the Consumer Insurance Contracts Act 2019, until the agreed works are completed within the agreed scope.

When these agreed works have been completed within the agreed scope and supporting invoices and receipts or any additional evidence we may reasonably request have been provided to us to confirm the total cost incurred, the full agreed sum will be paid.

### Policy excess

We will apply the appropriate excess as shown in your policy schedule against all claims.

### Matching items

We will not pay for the cost of replacing any undamaged items forming part of a pair, set, collection, suite or larger item. In the case of floor coverings, we will only pay for the cost of replacing the damaged part or, if a match is not possible, the floor covering in the room where the damage happened.

### Reinstating the sums insured

We will not reduce the sums insured in respect of buildings and/or contents by the amount of any claim we may pay.

### Wear and tear, loss in value or deterioration

If we accept a claim, we will settle it without taking off an amount for normal wear, tear, loss in value or deterioration if:

- you have kept the buildings in good repair;
- the sum insured on buildings equals the full cost of reinstating them;
- the buildings have been reinstated; or
- in the case of contents, the claim does not relate to household linen, sports equipment, bicycles or floor coverings more than 12 months old.

### Other insurances

If at the time of a claim another policy covers any item or event insured under this policy, we will only pay our proportionate share of the claim regardless of any exclusions which apply under the other policy.

## Section 6 - Home insurance claims (continued)

### Arbitration

Any dispute between you and us (about our liability over a claim or the amount to be paid), must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

### Claims Terms and Conditions

#### Your responsibilities

In the event of a claim you must:

- immediately let us know about any event which may give rise to a claim under the policy;
- not admit, deny, negotiate, or settle a claim without our written permission;
- let the police know immediately if property is lost, stolen, maliciously damaged or vandalised;
- within 30 days of any event, provide all details, documents, proof of ownership and value, information and help which we may need;
- let us know immediately about any claims made against you or, if legal steps or procedures are involved, send us all communications you have received; and
- immediately allow us to inspect any damage to property which you may claim for under this policy.

### Our rights

In the event of a claim we may:

- enter any building where loss or damage has happened and deal with the salvage, but you may not leave property with us for us to deal with;
  - take over, and carry out in your name, the defence or settlement of any claim;
- or
- take legal proceedings in your name against other people to recover any payment we have made under this policy. We will pay any costs involved and keep any benefit.



# General policy conditions - all sections

## Keeping to policy terms

- 1 We will only make a payment under this policy if you keep to the following conditions.
  - a You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.
  - b You or any person on whose behalf you are making a claim must keep to the terms and conditions of the policy
  - c You may lose all benefit and cover under this policy if, since the start date of the policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten).

To ensure you are fully protected, please tell us immediately of any changes in respect of circumstances relating to you, other members of your household or the property insured.
  - d You must take all reasonable steps to prevent any accident, injury, illness, disease, loss or damage, and keep your home (and your caravan, if covered) in good repair.

## Cancelling the policy

- 2 You may cancel the policy at any time by giving us written notice. We may cancel the policy (or any section) by giving you 14 working days' notice by post to your last known address.

## Automatic benefit

- 3 If we amend or replace any policy wordings, conditions, exclusions, or endorsements during the period of insurance which improve, broaden or extend the cover without needing to pay an extra premium, you will automatically benefit from these improvements.

## Joint policyholders

- 4 When there is more than one person named as the insured on the policy and we receive instructions from one of those named insured people, we will treat it as though each insured person has given us the instructions and that all insured persons agree and consent to those instructions being given to us. We will accept the instructions received on face value. It is not our responsibility to check whether the person who so instructs us has the permission and consent of the other persons insured.

## Fraud

- 5 You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or

## General policy conditions - all sections (continued)

use of any false or stolen documents when making a claim).

You may lose some or all benefit under this policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the policy premium) or if you have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy we may cancel the policy and retain the premium paid.

# General policy exclusions - all sections

These apply to all sections of the policy.

## Radioactive contamination

- 1 We will not cover loss, damage or liability which involves:
  - a ionising radiation or radioactive contamination from nuclear fuel; or
  - b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

## War and terrorism

- 2 We will not cover loss, damage or liability which results directly or indirectly from war, invasion, terrorism, activities of a foreign enemy, hostilities (whether or not war has been declared), revolution, insurrection (rebellng against the government), military or usurped (seized by force) power.

Terrorism means an act or threat of force or violence by a person (whether acting alone, on behalf of or in connection with any organisation), whose intention is, for political, religious, ideological or other purposes, to influence any government or place the public in fear.

## Cyber risks

- 3 We will not cover any loss, damage or liability caused by, or resulting directly or indirectly from or in connection with:
  - a losing, altering or damaging; or
  - b reducing the functionality, availability or operation of;
    - a computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar device

in computer or non-computer equipment whether belonging to you or not, that results from deliberately or negligently transferring a computer program that contains any malicious or damaging code.

## Wear and tear

- 4 We will not cover loss or damage caused by wear, tear or by anything which happens gradually.

## Loss in value and resulting loss

- 5 We will not cover loss in value, resulting loss or loss of use of any kind.

## Existing or deliberate damage

- 6 We will not cover loss or damage:
  - which happens before cover starts or arising from an event which happened before cover started; or
  - caused by any deliberate or malicious act of any member of your household.

## Confiscation

- 7 We will not cover loss or damage due to any government or public or local authority taking, keeping or destroying your property.

## Sonic bangs

- 8 We will not cover loss or damage directly caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

## General policy exclusions - all sections (continued)

### Legal liability

9 If any section of this policy provides cover against any legal liability, we will not provide cover for, or arising in connection with, the following.

- a You owning, controlling, keeping, being in charge of or using any breed of dog listed in Section 5(1) of the Control of Dogs Regulations 1998 – SI442/1998 and/or as provided for in the Control of Dogs Act 1986 (No. 32 of 1986) and the Control of Dogs (Amendment) Act 1992 (No. 13 of 1992) as same may be amended or supplemented from time to time or any new legislation or statutory instruments introduced relating to the control of dogs
- b HIV (human immunodeficiency virus) or any HIV-related illness including AIDS (acquired immune deficiency syndrome) however caused or any variations of it
- c Deliberate acts or neglect, including public and private nuisance
- d Any agreement unless you would have been liable if the agreement did not exist
- e You owning, keeping or using any motor or horse-drawn vehicle, aircraft, unmanned aerial vehicle (UAV), drones, radio controlled aircraft, power-driven boat or yacht.

This exclusion does not apply to:

- motorised domestic gardening equipment operated by anyone over 14 years of age;
- electrically-powered children's toys;
- motorised wheelchairs;

which are used within the boundary of your home;

- ride-on golf buggies, unless the owning, keeping or use of any such ride-on golf buggy is covered by any other policy or other specific insurance policy;

but no cover applies in situations where you need insurance under any road traffic acts or laws.

- f You owning, using or firing any firearm other than those licensed and used for sporting activities
- g The supply of any product other than providing meals
- h You owning a spa, whirlpool or hot tub unless it is disinfected and maintained according to the manufacturer's recommendations
- i Using entertainment equipment or facilities provided by someone else in connection with any social event.
- j Any legal liability relating to any golfing activities where any other insurance policy or specific insurance covers
  - any such golfing activity,
  - the use of any golfing equipment,
  - any golfing activity while on the premises of any Golf Club,
  - playing golf on any golf course or
  - representing a Golf Club in its business or activities.

## General policy exclusions - all sections (continued)

### **Compliance with regulation**

10 We will not cover any loss, damage or liability where the property is in breach of legal regulations and/or local bye-laws. This includes, but is not limited to, compliance with planning permission and building regulations.

### **Pollution or contamination**

11 We will not cover any loss damage or liability resulting from pollution or contamination other than; pollution or contamination which results from the operation of an event insured by this Policy,

### **Sulphides**

12 We will not cover any loss or damage resulting from the presence of any sulphides including but not limited to pyrite and/or their derivatives.

### **Unsuitable materials and faulty workmanship**

13 We will not cover any loss damage or liability resulting from or caused by the use of faulty and/or unsuitable material(s), faulty and/or unsuitable design, or poor workmanship;

## Endorsements

**The endorsements in this section only apply to your policy if the codes are listed in your schedule.**

### **HW1**

**Permanent home used as an office or for business or professional purposes (not including public liability risk)**

If you use certain parts of the buildings as an office or for business or professional use, we will not be liable for any property (other than household goods) you use in connection with the office, business or profession.

### **HW2A**

**Security – locks**

We will not cover any loss or damage as a result of theft or attempted theft when there is no person at home, unless:

- a all outside/external doors of your private house or apartment are locked using manufacturer-approved minimum three-lever deadlock devices;
- b all outside/external sliding doors are locked using key-operated patio door locks;
- c all windows are closed and fastened;
- d all domestic outbuildings are securely locked and
- e all keys are removed from outside/external doors/domestic outbuildings and placed out of sight, inside your private house or apartment, when there is no person at home.

### **HW2B**

**Security – intruder alarm**

We have given you a discount because you have an approved intruder alarm fitted in your private house or apartment.

We will not cover loss or damage as a result of theft or attempted theft, unless the intruder alarm system:

- a meets EN50131 or IS199 standard;
- b is installed by an intruder alarm company approved by the NSAI (National Standards Authority of Ireland), EQA Ireland, Management Systems Certification Ltd., SSAIB or CerticCS;
- c the installer holds a PSA (Private Security Authority) licence and
- d the alarm is set and working when there is no person at home.

In the event that the alarm system is not in operation during a theft or attempted theft, the excess applying to the policy is doubled for that claim.

### **HW4**

**Short-term buildings unoccupancy**

You have told us that your home was not lived in when you took out your policy. The cover operates on condition that you live in the property within 30 days from the start date. You must get our permission if you want to extend this period, otherwise all cover ends.

### **HW5**

**Permanent home used as an office or for business or professional purposes (including public-liability risk)**

If you use certain parts of the buildings as an office or for business or professional use, we will not be liable for any property (other than household goods) you use in connection with the office, business or profession.

We have amended the exclusion of 'any profession or business' under event 26 to read 'any profession or business other than as noted on the schedule but not including liability arising out of breaking your professional duty or service whether deliberately or not'.

## Endorsements (continued)

### HW11

#### Accidental damage

We will cover accidental damage caused by something external to the buildings, or to the contents while in your home, but not including the following.

- 1 Anything which happens gradually
- 2 Chewing, scratching, tearing, or fouling, by pets
- 3 When any part of the buildings is used by tenants or paying guests, or if there is business or professional use, in that part of the buildings which the public have access to
- 4 For faulty workmanship or faulty design
- 5 Electrical or mechanical breakdown
- 6 Maintenance, or routine repair or decoration
- 7 When your home is unoccupied for more than 60 days in a row
- 8 Wear and tear, atmospheric or weather conditions, wet or dry rot, fungus, mildew, insects, vermin, denting, scratching, action of light, any process of cleaning, defrosting, dyeing or restoration
- 9 Jewellery, watches, furs, contact lenses, hearing aids, mobile phones or computer equipment, which is designed to be portable while it is being transported, carried or moved
- 10 Glass, china, porcelain, earthenware, stoneware, pictures, works of art, or other articles of a brittle nature while being handled or used
- 11 Accidental or deliberate erasure, destruction, distortion or corruption of data or programs

- 12 Loss or damage we specifically exclude or provide for under any other section of this policy.

### HW12

#### Inflation protection

As you have given us a professional valuation of your home, and stated in writing the declared value of the property, we will extend our liability for any one claim under events 1 to 14 to 120% of the declared value when we assess the reinstatement value if you claim. We will not increase the contents sum insured in the same way.

(The declared value is the cost you assess the property to be at the beginning of the period of insurance (ignoring inflation which may apply after this date). You must allow for professional fees and the costs of removing rubble.)

We will ask you to check the declared value whenever you renew the policy. If you do not change the value, we will use the sum insured at renewal as the declared value for the next period of insurance.

### HW13

#### Guesthouses

##### A Loss of income

- 1 We will pay for the loss of income as a result of your business (as described in the schedule) being interrupted or interfered with because of:
  - a loss or damage to your buildings or contents as a result of any risk covered under the buildings or contents sections of your policy;

- b destruction or damage to any property next to your home by any risk we cover under the buildings or contents section of your policy which prevents you from using your home (no matter whether your home was damaged at the same time);
  - c you having to cancel, or not accept bookings for accommodation as a result of murder, suicide, food poisoning, vermin, pests, or the outbreak of any infectious disease (which must be notified to the Department of Health and Children) in your home (or within a 40-kilometre radius).
- 2 We will pay any extra expenses you pay or agree to pay with our written permission, as a result of the damage, to keep your business going during the period of insurance. However, we will not pay more than the potential income you could lose.
- 3 We will cover professional accountants' fees you reasonably have to pay for getting together any details we need to support your claim.

The most we will pay is the difference between the actual amount you earned during the period of insurance and the income you estimate you would have earned during that period had events a, b, or c not happened. The most we will pay under this section is €13,000.

We will not pay if the business is wound up, carried on by a receiver or liquidator, or permanently discontinued.

## **B Your legal liabilities as occupier, not owner**

We have changed the exclusion relating to 'any profession or business' to read as follows.

'Any profession or business other than the owner of a guesthouse, but not including liability arising out of you breaking your professional duty or service deliberately or not'.

The exclusion relating to 'motor vehicles' does not apply to your legal liability for loss or damage to guests' motor vehicles (including their contents) while within the parking area you have provided. We will pay up to €19,500 for each vehicle, or €65,000 in total in the period of insurance.

## **C Accidental damage**

We will pay for accidental damage caused by something external to radios, televisions, video and hi-fi equipment, and home computers while in your home.

We will not pay for loss or damage caused deliberately by anybody legally on the premises, electrical or mechanical breakdown, accidentally or deliberately deleting, destroying, distorting, or corrupting data or programs, wear, tear, loss in value, repair, maintenance or anything which happens gradually.

The most we will pay is 10% of the sum insured on contents or €1,300, whichever is less.



## Endorsements (continued)

### D Money

We will pay for loss, destruction or damage to money belonging to you or for which you are responsible while in your home, or being transported to or from your bank, in your personal custody or that of an authorised person. The most we will pay is €650 for any one incident, reduced to €130 for money in your home, but not in a safe, between 11.30pm and 7.30am.

We will pay for loss or damage to money from safes, and any case, bag or money belt used for carrying money, following theft or attempted theft.

We will not pay for loss, destruction or damage due to:

- fraud or dishonesty by any person;
- shortages due to mistakes, neglect or currency losing value;
- using vending or gaming machines;
- theft from unattended vehicles or rooms, or from any safe where entry has been gained by unauthorised use of the key or combination; or
- any authority legally taking and keeping any money.

### Bankruptcy

You must tell us immediately if you are declared bankrupt.

We define **income** as money paid or due to be paid to you for providing accommodation or other expenses you pay or agree to in the course of your business as the owner of a guesthouse, in your home.

We will not otherwise be liable for any property (other than household goods) you use in connection with your business as the owner of a guesthouse.

### HW15

#### **Buildings which are being built (restricted policy cover applies)**

Cover under this policy applies only to the buildings and is restricted to section 1 – paragraphs 1, 2, and 22 **until you let us know that the buildings are being used, and we confirm to you that full cover under the policy applies.**

#### **Fire Brigade Charges**

A maximum cover limit of €1,500 applies in respect of fire brigade charges (no policy excess operates in respect of such charges).

### HW17

#### **Permanent home used as an office or for business or professional purposes (business equipment and public-liability cover)**

If you use certain parts of the buildings as an office or for business or professional use, we will not be liable for any property other than household goods you use in connection with the office, business or profession, and 'business equipment' defined below. We will pay up to €2,600, and the single-item limit is €1,300.

We have amended the exclusion of 'any profession or business' under event 26 to read 'any profession or business other than as noted in the schedule, but not liability arising out of breaking your professional duty or service whether deliberately or not.

We have defined business equipment as computers and equipment, printers, photocopiers, typewriters, communication equipment, desktop publishing units, and general office furniture, but not equipment you have otherwise insured.

## **HW20**

### **Average clause – contents**

If, at the time of any partial loss or damage, your contents are worth more than the declared sum insured, we will reduce the amount we will pay in proportion.

## **HW21**

### **Voluntary increased excess**

We will give you a discount off your premium because you have increased your buildings and contents excess as shown in your policy schedule.

## **HW23**

### **Cover for contents only**

There is no cover for your buildings under this policy.

## **HW504**

### **Outbuildings – commercial use**

This policy does not insure loss of or damage to any outbuilding (including greenhouses) used for commercial purposes.

## **HW510A**

### **Non-standard construction**

We have noted that the buildings are part-roofed with a material other than slates or tiles in line with details we have. We will not pay for the first €315 of any damage caused by a storm or flood to that part of the roof.

# Keeping your home safe and secure

## Security

- All outside doors should be protected by at least one three-lever mortise deadlock
- If you have a patio door, fit locks to the top and bottom of the door to prevent it from being lifted off its tracks
- All windows, including skylights (which a burglar could reach by climbing a ladder, drainpipe or by climbing onto a flat roof), should be closed and fastened
- Install security lighting at the front, back and side of the house to scare off burglars. Security lights can be activated when they detect movement or when it gets dark outside
- Ideally your alarm system should include devices (such as sensors and switches) fitted on doors, windows and areas such as hallways and landings. Your alarm must be installed by an intruder alarm company approved by the NSAI (National Standards Authority of Ireland), EQA Ireland, Management Systems Certification Ltd., SSAIB or CerticCS. The installer should hold a PSA (Private Security Authority) licence
- Ideally you should have your alarm monitored. A monitoring station provides cover 24 hours a day, 7 days a week. Give someone you trust and who can respond quickly to an alarm signal, a key to your home and give the monitoring station their contact details
- Don't keep your house keys or car keys in the hallway or on the hallway table. It might be easy for a burglar to steal them by reaching through the letterbox or breaking the glass in the front door
- Fit a spyhole, door chain or limiter (which helps to stop the door being forced open from the outside) to your front door so you can check a stranger's identity before you decide whether to let them in
- Always lock your doors and outbuildings, and close and fasten your windows if you're leaving your house
- Use a timer or ask a friend or relative, to turn lights on or off at certain times if you are away from home
- Do not make it obvious that you are away – have your mail held by An Post's Mail Minder service
- Lock away any garden tools or ladders so that a burglar cannot use them to break into your house. Use a heavy-duty padlock to lock your garden shed.

## Keeping your home safe and secure (continued)

### Safety

- Please 'think safety' in your home – accidents will happen and can happen to you
- Fires in the home can start in so many ways and spread very quickly
- Consider installing approved smoke detectors
- Take particular care with portable heaters, fuels and with open fires – and make sure you guard all open fires before the family go to bed
- Never smoke in bed and take care with cigarette ends and use ashtrays
- Have chimneys which you use regularly swept at least twice a year
- Watch electrical equipment for wear and tear and look out for frayed or damaged flexes. Unplug all electrical appliances last thing at night
- Check your wiring at least every 10 years. Gas appliances and flues need regular servicing
- Take care in the kitchen – cooking has obvious fire hazards and there is also the risk of burns and scalds. Use sharp knives and blades carefully – even a can opener can cause an injury
- Keep a suitable fire extinguisher in working order. You should always keep a dry-powder extinguisher and fire blanket in the kitchen, where chip-pan fires can be a constant danger. Familiarise yourself with how all fire-extinguishing appliances work in your home
- Avoid using chip-pans. Deep-fat fryers are much safer
- Children are involved all too often in domestic accidents. Make your home safer for them and for elderly people
- Don't try to 'do it yourself' unless you know exactly what you are doing.









*For our joint protection, we may record and monitor phone calls.*

**Aviva Insurance Ireland DAC**

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