

## **Important Notice: Change to Your Policy Terms & Conditions**

This document is attaching to and forming part of your policy [XX HEIXXXXXXX].

Below you will find details of the changes made to your policy wording. You should read this document carefully to ensure you are satisfied with the level of cover provided.

### **Helpful Numbers**

The telephone numbers under this section have been amended to the following:

ESB Staff Insurance Scheme (01) 702 6699

Claim Notification: (01) 613 3990

24 Hour Emergency Helpline Service: (01) 613 3990

### **Section 1 & 2: Insurance of the Buildings & Insurance of the Contents**

The limit of €4,000 for cover in respect of property in detached domestic outbuildings has been removed.

The cover under (d) Use of the premises for business or professional purpose part(c) has been extended to include members of the household and now reads as follows:

(c) an office or room in your buildings used by you or by a member of your household solely in respect of clerical and administration duties carried out by you or by a member of your household.

### **Section 2: Insurance of the Contents**

#### **4. Door Locks replacement**

The limit of €1000 has been removed.

#### **7. Loss of Personal Money**

The maximum limit has been increased from €500 to €650.

#### **14. Title Deeds**

The maximum limit has been increased from €1,000 to €2,000.

### **Section 3: All Risks on Miscellaneous Personal Miscellaneous Personal Property**

#### **5. Unspecified Property**

The inner limit has been increased from €1,500 to €2,000.

### **Conditions Which Apply to All Sections of the Home Insurance Policy**

The Terms and Conditions of your policy have been updated as follows:

#### **4. Cancelling this Policy:**

You may cancel the Policy at any time by written notice to Us. We may cancel the Policy at any time by issuing a written notice to You at your last known address. If there has been no claim on the Policy We will return the premium for the unexpired Period of Insurance provided same has been paid.

If We cancel the Policy as a result of non-payment of a premium, or part thereof, We will cancel the Policy with effect from the last day the premium paid to Us entitled You to cover on.

## **6. Your Duty**

If any claim under this policy is in any respect fraudulent, or if any fraudulent means or devices (including inflation or exaggeration of the claim, or submission of forged and falsified documents) are used by you or any person acting on your behalf to obtain any benefit under this policy all benefit is forfeit.

## **8. Mid-Term Alterations**

If you make an alteration to your policy, we will recalculate your premium which may result in an additional premium due to us, or a return premium due to you. If the alteration to the policy results in an additional premium due to us, or a refund due to you, we will only charge or refund such premium provided this amount is greater than or equal to the amount noted on your schedule plus the applicable government levy.

The paragraph relating to the arbitration clause has been replaced with:

## **9. Disagreement over a Claim:**

If a dispute arising out of this policy cannot be settled between us you will refer the dispute to the Financial Services Ombudsman's Bureau – please refer to the Important Information section of this policy for contact details. If the Financial Services Ombudsman is unable to investigate the dispute it shall be referred to an Arbitrator in accordance with the law at the time. The Arbitrator will be jointly agreed by you and us. The making of an award shall be a condition precedent to any right of action against us. Differences not referred to arbitration within 12 calendar months from the date on which the Financial Services Ombudsman confirmed that they were unable to investigate the dispute will be deemed to have been abandoned.

The following 2 paragraphs have been added as follows:

## **10. Subrogation**

Subrogation is the process whereby when you have the right to recoup damages and/or costs from another person, resulting from an incident which is covered under your policy, we, your insurer, are entitled to recover such amounts from the other person(s). In the event that the other person involved in the incident is a family member or cohabitant, or someone who caused an insured incident when using your motor vehicle with your consent, you may have decided not to recoup any resulting damages and/or costs.

In such situations we:

- may not seek to recover such amounts by subrogation if that person is not insured in respect of the incident
- may not recover an amount which exceeds what they may recover from their own insurance policy
- will not require that you give us permission to recover such amounts in order for you to be able to claim from us
- reserve the right to recover such amounts where the incident arose from serious or wilful

misconduct of the other person

In the event that the other person is your employee, we will not seek to recover damages and/or costs unless the incident was caused intentionally or recklessly, and with knowledge that loss or damage would probably result.

Please note that we may not accept any claims where your policy excludes any liability which is implied by agreement, and where you have entered such an agreement which limits your rights to recover damages and/or costs from any person in relation to any incident covered by this insurance.

#### **11. Observance of conditions**

The observance by you of the terms, conditions and endorsements of the policy, as far as they relate to anything to be done or complied with by you, will be a condition precedent to any liability of the Company.

#### **Important Information in Relation to Your Allianz Policy**

The paragraph relating to the regulatory status has been amended and now reads as follows:

##### **Regulatory Status**

Allianz p.l.c. is regulated by the Central Bank of Ireland.

Previously under "right of withdrawal" you had 14 days to withdraw from the policy, this is now 14 working days. This paragraph now reads as follows:

##### **Right of Withdrawal:**

You have the right to withdraw from this policy, provided you have not made a claim, within 14 working days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no Policy was ever in place, and You may exercise this right by notice in writing to Us at the address given above, quoting your Policy number. Should you exercise this right we will refund you the premium you have paid.

The paragraph relating to the policy alteration, additional and return premiums has been amended and now reads as follows:

##### **Policy alteration, additional and return premiums**

When you make an alteration to your policy, we will re-calculate your premium, which may result in an additional premium due to us, or a return premium due to you. If the alteration to the policy results in an additional premium due to us, or a refund due to you, we will only charge or refund such premium provided this amount is greater or equal than the amount noted on your schedule plus the applicable government levy.

##### **Claims**

The phone number for our claims helpline has changed so that the opening paragraph of the section called "Making a Claim" now reads as follows:

If You have any queries or if You need any advice in making a claim just contact Us on our claims helpline number 01-6133990 which is open 9am to 5pm Monday to Friday.

### **Complaints**

The contact details under the complaints paragraph have been updated. This paragraph now reads as follows:

We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details:

Chief Customer Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6

Tel: +353 1 6133000, email: [info@allianz.ie](mailto:info@allianz.ie).

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place Dublin 2, D02 VH29.

Tel: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

If you are a resident of Northern Ireland, you may also refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision. The contact details are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, Telephone 0800 023 4567, Fax 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **Duty of Disclosure**

The paragraphs called "Duty of Disclosure" has been removed and replaced by:

#### **Material Facts / Duty of Disclosure / Alteration of Risk**

When arranging this insurance over the phone, by email, via our website or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked. Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or alternatively only part of your claim being paid to you.

Please note that any alteration clause in the policy or any clause which refers to an alteration of risk will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a material change will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of

the contract which changes the risk to something that we did not agree to cover, then please contact us.

**ESB Identity Theft Legal Protection**

All reference to this cover have been removed from the policy wording as this is now a standalone policy underwritten by ARAG which has its own separate policy wording.