DUAL High Net Worth

Private Client Insurance Policy

Thank **you** for choosing DUAL's Private Client **policy** and for trusting DUAL with protecting what is precious to **you**. When **your** world is full of complexity, DUAL make protecting it simple.

If **you** wish to make changes to your policy, would like to know about DUAL's other insurance products or have any questions concerning **your** insurance requirements please speak to **your** insurance intermediary /broker as soon as possible.

I hope **you** will never need to have recourse to this **policy**, but in the event that **you** do, I assure **you** that DUAL will deal with **your** claim swiftly and without fuss. To make a claim on the **policy**, please refer to page 20.

DUAL provides very high standards of service, if **you** ever feel that DUAL could have handled a situation better or if **you** have any suggestions as to how DUAL could improve its service further, please do not hesitate to contact me.



Barry O'Dwyer
Managing Director
DUAL Underwriting Ireland DAC
98, St Stephen's Green
Dublin 2, D02 F3F2
Ireland.

This **home** Insurance is arranged by DUAL Underwriting Ireland DAC trading as DUAL Private Client and underwritten by Hiscox SA. DUAL Underwriting Ireland DAC is regulated by the Central Bank of Ireland. Hiscox SA (Irish Branch) is regulated by the Central Bank of Ireland for conduct of business rules. Registered No. 633531. Registered office: 98, St. Stephen's Green, Dublin 2 D02 F3F2.

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About your policy

This policy wording details the protection we provide.

Definitions

We have set out below the defined terms used in this **policy**. They will have the same meaning wherever they are used in this **policy**.

In this section, all the defined terms are printed in bold, However, everywhere else in this **policy**, **we** have printed them in the regular font to make the **policy** easier to read.

Accident means a sudden, unexpected, unforeseen incident which occurs at an identifiable time and place and during the **period of insurance**.

Amount insured means the most **we** will pay (as stated in the **schedule**) unless this **policy** wording states that a different amount may be paid.

Appointed representative means the **preferred law firm**, law firm, accountant or other suitably qualified person appointed by **us** to act on **your** behalf.

ARAG Standard Terms of Appointment means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour.

Bank cards means credit, charge or debit cards.

Buildings means **your home** and **other permanent structures** owned by **you**. and shown on the **schedule**.

Buildings includes **your home** and its fixtures and fittings, interior decorations, swimming pools, outdoor spas and hot tubs, fuel, septic and service tanks, terraces, patios, decks, paths, driveways, tennis courts, walls, fences and gates, utility pipes, cables, domestic underground and over-ground tanks supplying or serving the **buildings** and within the grounds of the **residence**.

Chauffeur means a person paid by **you** to drive **your** motor vehicle(s).

Close relation means **your** spouse, partner, legal guardian, father, mother, child (including adopted child, stepchild, and foster child), sibling, aunt, uncle, niece, nephew, grandparent or grandchild.

Computer of digital technology means any **program**s, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer of digital technology error means any negligent act, error or omission by anyone in the use, creation, handling, entry, modification or maintenance of; or on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer of digital technology**.

Contents means household goods and personal property all of which are owned by **you** or for which **you** are responsible. This includes:

- food and drink;
- the cost of metered water that has accidentally escaped from **your** heating or plumbing system;
- the cost of domestic heating fuel that has accidentally escaped from **your** heating or plumbing system or has been stolen.

Couture clothing and **designer clothing** means items of clothing and accessories made by a couturier or fashion designer respectively which:

- have artistic or historical value;

- are rare or unique; or
- are novel and of personal interest,

all of which are owned by **you** or for which **you** are legally responsible.

Cryptocurrency means any form of currency that exists digitally or virtually and uses cryptography.

Cyber attack means any digital attack which is designed to:

- gain access to;
- extract information from;
- cause **damage** to;
- or disrupt access to or the operation of

any data or **computer of digital technology**, including but not limited to any:

- **program**s designed to **damage**, disrupt, extract data from, or gain access to any data or **computer of digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses;
- or denial of service attack or distributed denial of service attack.

Damage means actual physical **damage** to, or destruction of, or the **loss** of use of tangible property.

Domestic duties means duties relating to **your residence, your home office business, incidental farming, your** personal care or acting as **your chauffeur**.

Domestic employees means any person working for **you** solely in respect of **domestic duties** and who is:

- employed by **you** in the Republic of Ireland, **United Kingdom**, or a country which is a member of the European Union; or
- self-employed and working on a labour only basis under **your** control or supervision in the Republic of Ireland, **United Kingdom** or a country which is a member of the European Union.

DUAL means DUAL Underwriting Ireland DAC.

Endorsement means a change in the terms and conditions of this **policy** that can extend or restrict cover.

Excess means the amount for which **you** are responsible as the first part of **loss** arising from each **occurrence** for which **we** agree a claim as shown in the **schedule.**

Fine art means art and antiques of particular value due to their age, style, artistic merit or collectability including:

- paintings, drawings, prints, photographs and etchings;
- antique and designer furniture;
- tapestries and rugs;
- statues, sculptures, ornaments, porcelain and glass; and
- any other item stated as an item of Fine art in the schedule.

This does not include **NFTs.**

Collectibles means **contents** of particular value due to their age, style, artistic merit or collectability including:

- books and manuscripts;
- clocks and barometers;
- gold/silver and gold/silver plated items;
- furs and guns;
- stamps, coins, medal collections, other **collectibles** and memorabilia;
- wine and spirits; and
- any other item stated as a collectible in the **schedule**.

This does not include **NFTs.**

Green generation system means a solar, wind or geothermal electrical power-generating system, which solely or principally serves **your residence**.

Hacker means anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:

- **computer of digital technology**; or
- data held electronically by **you** or on **your** behalf.

This definition does not apply to the Personal Cyber section of the **policy**.

Home means the house or apartment at the address shown in **your schedule**, including the **outbuildings** and garages used for domestic, **home office business** or **incidental farming** purposes at the same address.

Home office business means office clerical and administrative work, which is carried out in **your residence** by **you** or **your employees**, provided that **you** do not employ more than 5 people for such work.

Home office business equipment means office furniture, equipment, computers, office supplies and stationery, used to conduct **your home office business.**

Home office business stock means supplies, goods or merchandise kept at **your buildings,** and which are connected solely to **your home office business.**

Identity theft means the theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Incidental farming means farming, and stabling of horses, carried out by **you** at **your residence**.

To qualify as **incidental farming**:

- **your domestic employees** must not work more than 1,000 hours in total in any 12-month period;
- and no more than €50,000 in gross annual revenues can be produced in any 12-month period.

Incidental motor vehicles means motor vehicles, whilst not being driven on public roads but which are:

- used at **your residence** for the purposes of **domestic duties**; and
- are designed to assist the disabled or designed for recreational use off public roads and
- are one of the following: quad bikes, motorbikes under 51cc, golf buggies, electric bikes, e-scooters and domestic gardening equipment,

provided that they are not required by law to be licensed, registered or covered by motor liability insurance.

Injury means identifiable physical bodily harm, caused solely by accidental means and not resulting from sickness or disease or intentional self-harm.

Injuries Resolution Board (IRB) means the independent state body which assesses personal **injury** compensation.

Jewellery means items worn, or intended to be worn, made of or containing gemstones, silver, gold, platinum or other precious metals, all of which are owned by **you** or for which **you** are legally responsible. This also includes watches and set or unset gemstones.

Legal claim under *Your liability* means any claim for **damages** for an **accident** caused by **you** which causes bodily **injury** or **damage to property.**

Legal costs means:

- **legal costs** and disbursements reasonably incurred by the **appointed adviser** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**;
- **legal costs** and disbursements reasonably incurred by **the appointed adviser** and agreed by **us** on a party/party basis;

- in civil claims, the other side's costs, fees and disbursements where **you** have been ordered to pay them or pay them with **our** agreement;
- in the event of **your** absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **appointed representative**. The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount **your** employer has paid **you**, or the court or the Workplace Relations Commission, has paid or awarded **you**.
- The amount **we** will pay is based on the following:
  - the time **you** are off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
  - if **you** work full time, the salary or wages for each day equals 1/250th of **your** yearly salary or wages;
  - if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages;

if **you** are self-employed, **we** will pay net salary or wages that **you** draw from the business to cover **your** own personal cost-of-living expenses.

Loss means:

- under Your Buildings, Your contents, Your valuables and Your property emergencies: **damage**; and
- under *Your liability*: **damage** and or bodily **injury**

Loss of hearing means the total and permanent **loss of hearing** in one or both ears.

Loss of limb means:

- **loss** of a leg or foot means either that it has been severed at or above the ankle, or that **you** have permanently lost the use of an entire leg or foot.
- **loss** of an arm or hand means either that it has been severed at or above the wrist, or that **you** have permanently lost the use of an entire arm or hand.

Loss of sight means:

- permanent and total **loss** of sight in both eyes is evidenced on the authority of a fully qualified ophthalmic specialist.
- permanent and total **loss** of sight in one eye means that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

Loss of speech means the total and permanent **loss** of the ability to speak audibly and intelligibly.

Market value means the amount taking the average value determined by two independent valuers one selected by **you** and one by **us**.

Medical expenses means expenses incurred for medical and/or dental treatment administered or prescribed by a **medical practitioner**, professional nursing services, physiotherapy, hospital and nursing **home** charges and ambulance charges in respect of ***Your*** *personal emergencies – Emergency events* (Page 48).

They do not include:

- the costs of any psychiatric treatments; or
- costs incurred more than 12 months after the occurrence of an emergency event in respect of ***Your*** *personal emergencies – Emergency events* (Page 48).

Medical practitioner means a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise but does not include **you** or a member of **your** family.

Money means bank notes and coins (that are not part of a collection), cheques, bank drafts, travel tickets, traveller's cheques or savings certificates this does not include **cryptocurrency.**

Non-Fungible Token means cryptographically unique, indivisible, irreplaceable and verifiable token that represents (NFT) a specific item, whether digital or physical, in a blockchain

Normal Settlement means the downward movement of the ground beneath the **buildings** as a result of the soil being compressed by the weight of the **buildings**.

Occurrence means:

- under Y*our Buildings, Your contents* and *Your valuables*, all **loss** arising out of one event where the event first occurs during the **period of insurance**; and
- under *Your liability*, any one event or series of events which is sudden and accidental arising out of one original cause of **loss** which first occurs during the **period of insurance.**

Other permanent structures means any **other permanent structures**, owned by **you**, within the grounds of **your residence** but not attached to **your home**.

Period of insurance means the period that this **policy** is in force as stated in the **schedule**.

Personal digital data means music, videos and photographs stored on **your** personal computer, tablet or phone.

Personal relationship means a relationship between two people (other than through marriage or cohabitation), whether or not related by family, who have a connection that has involved previous interactions with each other of a social or professional nature.

Pets means domestic **pets**.

Policy means this **policy** wording, the **schedule**, any **endorsements**, and the information provided by **you.**

Pollution means any **pollution**, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including, for example, material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, **buildings** or other tangible property.

Preferred law firm means a law firm **we** choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

Primary residence means **your** main place of **residence** that is considered **your home** for legal and tax purposes

Program(s) means a set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Reasonable prospects means:

- for civil cases, the prospects that **you** will recover **losses** or **damage**s (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **we**, or **a preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- for criminal cases there is no requirement for there to be prospects of a successful outcome.
- for all civil and criminal appeals the prospect of a successful outcome must be at least 51%.

Rebuild cost means the sum, as at the time of the **occurrence**, which is required to restore, repair, replace or rebuild a **building**, whichever is less, using the same design, quality of materials and workmanship which existed immediately before the **occurrence**. It does not include the costs of excavation, replacement or stabilisation of land.

Residence means any of the following which are listed on the **schedule**:

- any **Buildings** and grounds in any one location owned by **you**; or
- any other property **you** own or reside in.

Revenue audit means an examination by the Revenue Commissioners of **your** self-assessment return for income tax or capital gains tax.

Secondary properties means other properties **you** own and are listed in the **schedule** other than **your primary residence.**

Schedule means the document entitled *'Your Policy Schedule'* that relates to and forms part of this **policy** and which gives details of the cover **you** have. **You** should read **your schedule** together with this **policy** booklet, and the information **you** have provided as these form the contract of insurance.

Social engineering communication means any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, **money**, securities, data or property that such person or third-party is not entitled to.

Space perils means conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology

Temporary residence means:

- a private **residence** occupied by **you**; or
- the bedroom(s) or suite(s) occupied by **you** at a hotel, resort or on-board a watercraft.

Tenants' improvements means additions, alterations or installations that **you** paid for, or are responsible for, at **your residence**.

Terrorism an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. It also includes any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

United Kingdom means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Valuables means items of:

- **Fine art** and **collectibles**;
- **couture clothing** and **designer clothing**; and
- **jewellery**.

Visitors means:

- **domestic employees** who work but do not live at **your residence**; and
- individuals **you** have invited to **your residence** or **temporary residence**, not including those persons who pay rent to live in **your residence**.

Watercraft means a boat or other vessel that travels on water (including its furnishings, equipment and outboard motors).

We/us/our means:

- under all sections other than Y*our legal solutions* & *Home emergency assistance*: **Hiscox SA**
- under *Your legal solutions*: Cover is provided by ARAG Legal Protection Limited and underwritten by ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG.
- under *Your home emergency assistance:* cover is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.

You/your means the person, persons or legal entity named as the policyholder in the **schedule** and all members of **your** family (including adopted children, stepchildren and foster children), spouses, fiancé(e)s, co-habitees or partners who live:

- permanently in **your residence**; or

- temporarily away from **your residence** while at school, college or university.

It also includes **domestic employees** who live permanently in **your residence** unless **we** state otherwise in this **policy**.

You/your does not include those persons who pay rent to live in **your residence**.

The contract between us

This **policy**, which is defined as this **policy** wording, the **schedule**, any **endorsement** s and the information provided by **you** forms the contract between **you** and **us**.

In deciding to accept this **policy**, and in setting the terms and premium, **we** have relied on the information which **you** have provided to **us**. So please make sure it is accurate, complete and kept up to date.

We will, in consideration of the payment of the premium, insure **you**, subject to the terms and conditions of this **policy**, against the events:

- set out in each section of the **policy** wording, unless shown to be excluded or altered by an **endorsement** shown in the **policy schedule**; and
- which occur during the **period of insurance**.

Reading this policy

Please read this **policy** carefully and make sure that it meets **your** needs. If any corrections are necessary, or **you** require clarification, **you** should contact **your** insurance adviser who arranged this **policy**. If **you** wish to increase or add elements of cover to this **policy**, **you** should also contact **your** insurance adviser.

Please keep this **policy** in a safe place – **you** may need to refer to it if **you** have to make a claim.

Defined terms

Certain terms, including '**you**' and '**we**', have special meanings in this document. **You** can find them listed in Definitions (Page 10). **You** can also find a list at the start of each section, showing the defined terms in that section.

Alerting you to important information

Action alerts: these green boxes draw **your** attention to important actions **you** need to take, either to maintain **your** cover or in the event of a claim.

Attention alerts: these red boxes draw your attention to terms which limit **your** cover.

Data protection
(Applicable to ARAG plc)

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **we** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

we may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this **policy** has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

Applicable to DUAL Underwriting Ireland DAC

Please note that any information provided to DUAL will be processed by DUAL and DUAL's agents in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

DUAL regularly collect and use information which may identify individuals ("personal data"), including insured persons or claimants.

DUAL understands its responsibilities to handle **your** personal data with care, to keep it secure and to comply with applicable data protection laws.

For more information about how DUAL process **your** personal information, please DUAL's full privacy notice at: https://www.dualgroup.com/privacy-and-data-protection-**policy**

The right to cancel

Your right to cancel

During the cooling-off period

You can cancel this **policy** by notifying **us** within 14 working days of either:

- the date on which **you** receive **your policy** documents; or
- the start of **your period of insurance**,

whichever is the later.

You need to let **your** intermediary or broker 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.

After the cooling-off period

You can cancel this **policy** after the cooling-off period by notifying **us**. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the **policy** has been in force, unless **you** have made a claim, in which case the full annual premium is due.

Our right to cancel

We may cancel this **policy** by sending 14 days' notice by post to **your** last known address. **You** will then be entitled to a refund of part of **your** premium.

Information about us

This **policy** comprises of different sections and is issued by DUAL and underwritten as follows:

- Cover under all sections other than *Your legal solutions* & *Your home emergency assistance*, will be provided by Hiscox SA. Hiscox SA is authorised by the Commissariat aux Assurances in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Luxembourg with the Trade and Company Register Luxembourg (RCS Luxembourg) with reference number B217018. Hiscox SA head office is located at 35 Avenue Monterey L-2163, LUXEMBOURG. Registered Irish Branch: Hiscox SA, The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2, D02 VC42, IRELAND. no: 908764. Vat number IE3234949GH. Hiscox SA (Irish Branch) is regulated by the Central Bank of Ireland for conduct of business rules.
- Cover under *Your legal solutions* is provided by ARAG Legal Protection Limited and underwritten by ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland. Registered Office: 1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland, Registered in Ireland No. 639625.
- Cover under *Your home emergency assistance*: cover is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.
- ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland. Registered Office: 1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland, Registered in Ireland No. 639625.
- MAWDY Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway. Company Registration Number 903874.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie, which includes a register of all the firms they regulate.

DUAL Underwriting Ireland DAC and Hiscox SA are subject to the Central Bank of Ireland Consumer Protection Code which offers protection to consumers. The Consumer Protection Code can be found on the Central Bank's website: www.centralbank.ie.

General Conditions

The following conditions apply to the whole of this **policy**. Any extra conditions are shown in the sections to which they apply.

Representations

Any statement of opinion or statement as to the existence of a state of affairs made by **you** in connection with this **policy** shall have effect solely as a representation made by **you** prior to entering into this **policy**.

Pre-contractual duty of disclosure

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

You must answer all questions that **we** ask **you** before entering into the **policy** or on renewal honestly and with reasonable care. Where **we** ask **you** to answer a specific question, the subject matter of the question is material to the risk **we** are undertaking or the calculation of the premium or both.

If **you** fail to answer the questions **we** ask honestly and with reasonable care, **we** shall be entitled to the remedies as set below if the non-disclosure of material information was an effective cause of **us** entering into this **policy**, and on these terms.

Provided that **you** have discharged this duty of disclosure before entering into the **policy** or a previous renewal, then at renewal **you** are only required to provide **us** with the additional information that **we** expressly request. If **you** do not provide any new information in response to **our** request and **you** continue to pay the renewal premium, **we** shall presume that the information **you** previously provided has not altered.

Renewal of **your policy** does not remedy any previous breach of **your** obligations under this clause.

Misrepresentation and remedies

If **you** or anyone acting on **your** behalf provided an answer to a question posed by **us** before entering into the **policy** or on renewal and that answer involved a misrepresentation, then **our** remedies shall depend on the nature of the misrepresentation as follows:

a. If such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a claim has been made under the **policy**, **we** will pay **your** claim subject to the **policy** terms and conditions and will not avoid the **policy** on the ground that there was a misrepresentation;

b. If such answer involves a negligent misrepresentation (that is, one that was not fraudulent):

   i. If **we** would not have entered into this **policy** on any terms, **we** may treat this **policy** as having been void from the date **we** entered into the **policy** and refuse all claims, in which case **we** will return the premium to **you**;

   ii. If **we** would have entered into this **policy** but on different terms (other than terms relating to the premium), this **policy** will be treated as if it had been entered into on those different terms from the outset, if **we** so require;

   iii. If **we** would have entered into this **policy** (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim; or

iv. Where there are no outstanding claims under **your policy**, **we** can choose one of the remedies (i), (ii) or (iii) above, or choose to terminate the **policy** by giving **you** reasonable notice.

c. If such answer involves a fraudulent misrepresentation and a claim has been made under the **policy**, or where **your** conduct involves fraud of any other kind, **we** will be entitled to treat this policy as having been void from its inception and we are not required to return the premium.

Alteration of risk and material changes

We may refuse a claim made by **you** where there is a change in the subject matter of the contract of insurance and circumstances have changed to the extent that the new risk is something which **we** did not agree in writing to cover by an express term of the **policy**, **endorsement,** written confirmation or otherwise.

Suspensive Conditions

Any term in the **policy** or other documents issued by **us** that imposes a continuing restrictive condition on **you** shall be treated as a suspensive condition, and a breach of that term will suspend **our** liability under the **policy** from the time of the breach until the time when the breach is remedied, if it is capable of being remedied. **We** will have no liability to **you** for any claim if the **loss** occurs during the period when **our** liability is suspended.

If a breach of a continuing restrictive condition has not increased the risk of the **loss** that has occurred (being the **loss** for which **you** are making a claim under the **policy**), **our** liability will not be suspended, and **we** will still be liable subject to other terms and conditions of the **policy**.

This clause applies to any term in the **policy** that has the effect of reducing the risk in the **policy** relating to:

a. a particular type of **loss**;

b. **loss** at a particular time; or

c. **loss** in a particular location.

Any breach by **you** of the type of term in (a), (b) or (c) above shall only suspend **our** liability in respect of that particular type of **loss**, or **loss** at a particular time or **loss** in a particular location, and if the breach has been remedied by the time the **loss** giving rise to the claim has occurred, **we** will be liable for **your** claim, subject to the other terms and conditions of the **policy**.

Fraudulent Claims

If a claim contains information that is false or misleading in any material respect which **you** either know or consciously disregard whether it is false or misleading, **we**:

1. shall be entitled to refuse to pay the claim; and
2. shall be entitled to terminate the **policy** by giving notice to you, and the **policy** will be treated as terminated from the date that **you** submitted the fraudulent claim, and **we** shall refuse liability for any claim made after the fraudulent claim and retain **your** premium.

This does not affect **your** rights in relation to any valid claim made under this **policy** before the date of any fraudulent claim or where fraudulent evidence or information is submitted or adduced in support of a valid claim.

Unoccupied and/or unfurnished home

You must tell **us** if **your home** is, or is likely to be, unoccupied or unfurnished. **We** may then amend the terms of this **policy**.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than €250,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **we** may then amend the terms of this **policy**. If **you** do not tell **us** about such work, **we** may not have to pay any claim caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Pairs and sets

When a **loss** or **damage** occurs within a clearly identifiable area or to a specific part of an item, **we** will not cover any un**damage**d item or parts of items which form part of a set, pair, suite or any other article of a uniform nature even when replacements cannot be matched. **We** will only be liable for the value of the particular item, part or parts that have been lost or **damage**d.

If the **loss** is covered under ***Your*** *valuables*, **you** decide which option applies to **your** claim. If it is covered by any other section, **we** will decide which option applies.

We will not pay more than the **amount insured** for each **occurrence** or where the part of a set, pair suite or any other article of a uniform nature is an unspecified valuable, **we** will not pay more than the single item limit for unspecified valuables.

Auto-renewal

DUAL Private Client will send **your** insurance intermediary or broker notification of renewal of the **policy** not less than 40 working days prior to the date of expiry of the **policy**. **Your policy** will be automatically renewed at the end of the **period of insurance** unless **you** inform **us** or **we** inform **you**, through DUAL Private Client, to the contrary. If **your** intention is not to renew **your policy**, **you** must advise **your** insurance intermediary or broker of **your** intention before the expiry of the **period of insurance** to avoid any premium becoming due to **us**.

Occupancy

You must tell **us** if there is, or is likely to be, a change of use or change in occupancy at **your residence**, such as the letting of a building (either partially or fully).

Premium Payment

We will not make any payment under this **policy** unless **you** have paid the premium due to **us**.

If **you** make a claim under this insurance, **we** will keep the premium that is due to **us**. If **you** are paying **your** premium by instalment, **we** will ask **you** to either continue paying **your** premium by instalment or **we** may deduct any outstanding instalment from any claim payment **we** have agreed to make.

Full Value

You must ensure that the **amount insured** represents the full value of the property insured.

1. For **buildings**, the full value is the estimated cost of rebuilding the **buildings** to the same specification, including fees and expenses involved in such rebuilding, (this is not the same as the **market value**).
2. For tenant's improvements, the full value is the cost to repair or replace as new.
3. For **contents**, the full value is the current cost as new.

4. For **fine art** and valuables that are not listed individually in a specification held by **us** or **your** insurance agent, the full value is the replacement cost or current **market value**, whichever is the greater.

Indexation

we will adjust the **amount insured** for **buildings** and **contents** each year according to an appropriate index. **We** will not increase **your** premium for this during the **period of insurance**. However, **you** should check **your** amounts insured when **you** renew **your policy**, to make sure that they reflect the full value.

Reasonable Care

You must:

1. take reasonable steps to prevent **accident** or **injury** and protect your property against **loss** or **damage**; and
2. keep **your** property in good condition and repair.

Right to withdraw, cooling-off period/cancellation

You may cancel this **policy** by giving **us** notice of the cancellation in writing within 14 working days after the date when **you** are informed that the **policy** has been concluded.

If **you** cancel the **policy**, **you** will be released from any further obligation arising from the **policy** and **we** will not impose any financial cost on **you** other than the costs of the premium for the period of cover.

We may cancel the **policy** by giving 14 days written notice

Where **we** notify **you** that **we** are cancelling the **policy**, **we** will repay the balance of the premium for the unexpired term of the **policy** without imposing any financial cost on **you** and will provide the reason or reasons for the cancellation.

Subrogation

We will not exercise **our** subrogation rights against some other person if that other person does not have insurance in respect of their liability to **you**, and where **you** have decided not to exercise **your** rights against that other person because:

a. **you** and that other person are members of the same family or cohabitants, or
b. **you** expressly or impliedly consented to the use, by that other person, of a motor vehicle that is the subject matter of the **policy**.

If that other person does have insurance in respect of their liability to **you**, **we** are entitled to exercise **our** subrogation rights against that other person, but **we** will not recover more than the amount that that other person may recover under any liability insurance in respect of the **loss**.

Notwithstanding the above, **we** are entitled to exercise **our** subrogation rights against that other person where the conduct of that other person which gave rise to the **loss** was serious or wilful misconduct.

we will not exercise any rights of subrogation against **your** employee unless the **loss** was caused by the employee intentionally or recklessly and with knowledge that the **loss** would probably result.

Notwithstanding any provision of this **policy**, any amounts recovered when exercising **our** rights of subrogation in respect of **loss** shall be distributed in accordance with the Consumer Insurance Contracts Act 2019.

Third party rights

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Consumer Insurance Contracts Acts 2019.

A third-party has all of the rights as set out in the Consumer Insurance Contracts Act 2019, including the right to request information from the insurer and the right to make a claim in the circumstances set out in and in accordance with the Consumer Insurance Contracts Act 2019.

Joint Insureds

The most **we** will pay is the relevant **amount insured**.

If there is more than one insured named in the **schedule**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**

Governing Law

This insurance is governed by the laws of Ireland. Any dispute arising out of or relating to this insurance, including over its construction and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced Irish barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.

Language

The parties agree that the language of this **policy** and all communications relating to it will be in English.

Currency

All monetary amounts stated in this **policy** are expressed in Euro.

Sanctions and export controls

We shall not provide any benefit under this **policy**:

- to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction under United Nations resolution or trade or economic sanctions, laws and regulations of the European Union, **United Kingdom** or the United States of America
- which relates to the supply or movement from one country to any embargoed territory listed by the **United Kingdom**, European Union, United Nations or United States of controlled goods, military goods or dual use goods, including rifles, shotguns and antique firearms.

Claims Conditions

The following claims conditions apply to the whole of this **policy** except *Your legal solutions* Or *Your Home Emergency Assistance* sections. Please read the claims condition in that section.

You should refer to the relevant cover section for details of how **your** claim will be settled.

You must comply with the obligations set out in the following claims conditions. If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by **your** failure to comply with any of the following claims conditions, **we** may refuse or withdraw from the claim or reduce the amount of any payment **we** make for the claim.

How to make a claim

You must tell **us** or **your** insurance agent as soon as possible about any incident which may result in a claim under this **policy**. If **you** think a crime has been committed, **you** must also tell the Gardai and ask them for a crime reference number.

You must:

a. prove the **loss** or **damage** has happened;

b. provide **us** with full co-operation to investigate and progress the settlement of **your** claim;

c. give **us** reasonable evidence of value for all items involved in a claim.

In the first instance, **you** should always refer to **your** insurance agent. Otherwise contact Hiscox on **01 238 1838** or at hiscoxirelandclaims@hiscox.com.

This claims process does not apply to *Your legal solutions* Or *Your Home Emergency Assistance* sections:

- If **you** need to make a claim under *Your legal solutions* section; please refer to page 23 of this **policy** booklet.
- If you need to make a claim under *Your Home Emergency Assistance* section, please refer to page 59 of this **policy** booklet.

Temporary emergency repairs

If temporary repairs are needed urgently to prevent further **damage**, **you** should arrange for them to be done as soon as possible. Please retain all receipts and invoices as they may form part of **your** claim.

If **you** would like assistance, please call **our** 24-hour emergency helpline on 01 2381841. Before any other repair work begins, **we** have the right to inspect the **damage**d property. **We** will tell **you** if **we** want to do this.

Submitting your claim

You must tell us as soon as practicably possible of any incident or circumstance which may lead to a claim under this **policy**.

You will need to provide **us** with a detailed account of what has happened including details of any **loss** or **damage** or **legal claim**.

It will help if **you** make detailed notes at the time and take photographs of any **damage**.

If a crime has been committed:

- call the Gardai; and
- get a crime number; and
- give us the crime number.

You must report any lost property to the **police**.

Injury to someone or damage to their property

If someone is holding **you** responsible for **injury** or **damage**, **you** must tell **us** as soon as possible. **You** must also send to **us** or **your** insurance agent, as soon as possible, every letter of claim, claim form or correspondence **you** receive. **You** must not admit responsibility or make an offer or promise of payment without **our** written permission.

We may take over and deal with, in **your** name, the defence or settlement of any claim.

We will pay any costs involved.

Recovering a loss payment

We may start proceedings in **your** name to recover, for **our** benefit, the amount of any payment **we** have made under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

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**.

Duplicate cover

If **you** are covered under one section for **your loss**, **we** will not pay for that **loss** under a different section.

Excess

We will not pay the amount of the **excess** as detailed in the **schedule** or as stated in this **policy**.

Transferring the policy

No person covered under this **policy** may transfer or assign their interest in this **policy** to anyone else without **our** prior written agreement and consent from **us**.

Complaints

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.

Your insurance intermediary or broker has arranged this **policy** with DUAL Private Client for **you** which is underwritten by Hiscox SA.

If **you** wish to make a complaint in relation to Section 1,2,3 & 4 of this **policy**, **you** can do so at any time by referring the matter to;

Managing Director
DUAL Underwriting Ireland DAC
98, St. Stephen's Green, Dublin 2, D02 F3F2, Ireland
Email: enquiry@dualgroup.ie
Phone: 01 664 0001

Alternatively, if **your** complaint relates to sections 1,2,3,4,7 & 8 **you** can contact: Hiscox Ireland Customer Relations either in writing at:

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

We will acknowledge your complaint within 5 working days and will investigate it promptly. If we have not completed the investigation by then we will update you on our progress after 20 working days and ewe will issue a final response within 40 working days. If **you** remain dissatisfied after the internal complaint resolution process and if **you** are a consumer (as defined in the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Consumer Protection) Regulations 2025) **you** have the right to refer your complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
DO2 VH29
Phone: +353 1 567 7000

Email: info@fspo.ie

Web: www.fspo.ie

You will not lose **your** right to take legal action if **you** contact the Financial Services and Pensions Ombudsman.

Your legal solutions

If **you** wish to make a complaint in relation to these sections, **you** can do so at any time by referring the matter to:

Head of Operations
ARAG Legal Protection Limited
1 Hatch Street Upper, Dublin 2, D02 PY28, Ireland
Email: customerrelations@arag.ie
Phone: 01 670 7470

Your Home Emergency Assistance

If **you** wish to make a complaint in relation to this section, **you** may call the **Home** Emergency Assistance Helpline on 091501662, or email iecomplaintsnotifications@mapfre.com

We undertake to respond to **you** within five working days of receipt of **your** letter. If **we** have not replied to **your** complaint by then, **we** will send **you** an acknowledgment letter to keep **you** informed of progress.

Should **you** remain dissatisfied, **you** may contact:

Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House, Lincoln Place,
Dublin 2, D02 VH29.
Phone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Following this procedure does not affect **your** legal rights.

General exclusions

These exclusions apply to each and every section of this **policy**, unless otherwise stated. They apply in addition to any specific exclusions listed under a particular section.

Communicable disease

We do not cover any **loss**, **damage**, **injury**, **legal claim**, costs, expenses or liability which is directly or indirectly caused by, contributed to or arising from any disease, virus or syndrome that can be spread from one person to another or from an animal to a person, 'regardless of any other cause or event contributing concurrently or in any other sequence.'

This includes, without limitation,

1. any measures taken by any governmental public or other authority or any other person for the prevention suppression mitigation cleaning or removal of any Communicable Disease; or
2. any fear or threat of any Communicable Disease.

For the purposes of this exclusion Communicable Disease is defined as any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any mutation or variation thereof whether deemed living or not,
2. the method of transmission whether direct or indirect, includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms,
3. the disease substance or agent can cause or threaten death bodily **injury** shock illness disease or **damage** to human health human welfare or property.

Compliance with regulation

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

Confiscation

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or arising from the destruction, confiscation or seizure of **your** property under the order of any government or public or local authority.

Cyber risks

We will not cover any **loss**, **damage** or liability caused by, or resulting directly or indirectly from or in connection with:

a. A **cyber attack** or fear or threat of a **cyber attack**;
b. A **hacker** or fear or threat of a **hacker**;
c. **Computer of digital technology** error;
d. **Social engineering communication**;
e. **Cryptocurrency**
f. **Non-fungible tokens**
g. losing, altering, damaging, 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.

Deliberate damage

We will not cover **loss** or **damage** caused by any deliberate or malicious act of any member of **your** household, paying guests, tenants or lodgers.

Dishonest, intentional acts and misappropriation

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses:

- caused by or arising from:
  - any dishonest act by **you**, or at **your** direction; or
  - any criminal act by **you** or at **your** direction, other than where a criminal act is to be defended under ***Your*** *legal solutions*;
- deliberately or recklessly caused by **you**, arising from **your** actions or arising from the actions of a person directed by **you**; or
- caused by or arising from misappropriation by **you** or by a person directed by **you**.

For the purposes of this exclusion, the definition of '**you**' does not include **domestic employees** unless the domestic employee is directed by **you**.

Erosion

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or arising from coastal or riverbank erosion.

Escape of Water

We do not cover any **loss**, **damage** or expense caused by or arising out of the escape of water from any:

- fixed domestic water or heating installation;
- fixed water tanks; or
- any water apparatus or pipes;

whilst **your home** has not been lived in by **you** or by a person authorised by **you** for a period of 90 consecutive days.

This exclusion does not apply if:

- **you** keep **your home** and any other permanent structure which contain fixed domestic water or heating installations, fixed water tanks or water apparatus or pipes heated to a temperature of at least 10 degrees Celsius; or
- **you** shut off and drain the fixed domestic water or heating installations, fixed water tanks, water apparatus and pipes and **you** or a person nominated by **you** inspect the **buildings** at least once a week; and
- **you** have notified **us** in accordance with Changes **we** need to know about (page 18).

Faulty, inadequate or defective planning

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or arising from faulty, inadequate or defective:

- planning (including design, property development, planning permission, setting specifications, siting and surveying);
- compaction, construction, design, grading, re-modelling, renovation, repair, specifications and workmanship;
- materials used in repair, construction, renovation or re-modelling; or
- maintenance of part or all of any property whether on or off the **residence**.

Fees

We do not cover any fees incurred in preparing, presenting or furthering any claim under this **policy**.

Forgeries

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses in relation to items insured by **us** which are subsequently identified as being fakes or forgeries and have to be destroyed or relinquished by **you**.

Frost

We do not cover any **loss** caused by or arising from frost.

Illegal substances

We will not cover any **loss**, **damage** or liability arising directly or indirectly from the growing, manufacturing, processing, storing, possession or distribution by anyone of any drug, narcotic or illegal substances or items of any kind. This includes any alteration of the premises to facilitate such activity, whether or not **you** have any knowledge of such activity. This exclusion applies whether or not there are one or more other causes or events (whether covered or not) that contribute concurrently or in any sequence to the occasioning of the **loss**, **damage** or liability'.

Insects, vermin or rodents

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or resulting from the actions of any insects, vermin or rodents including but not limited to;

- moths;
- beetles;
- cockroaches;
- wasps or hornets; rats or mice

This exclusion does not apply to:

- the cover provided under ***Your*** *property emergencies - Nest removal* (page 35) or
- ensuing **loss** unless another exclusion applies.

Maintenance, renovations and repairs

We do not cover:

- the costs of maintenance or redecoration;
- **loss** or **damage** to **your buildings** caused by the process of professional cleaning; or
- **loss** or **damage** to **your buildings** caused by alteration, repair, renovation, restoration, construction or decoration, unless
    - such building works cost less than €250,000; or
    - **you** have notified **us** in accordance with Changes **we** need to know about (page 16)

Nuclear hazard, radioactive, chemical or biological contamination

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or arising from or relating to:

- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- radioactive, biological or chemical contamination due to or arising from terrorism. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.

Pollution

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by, arising from or relating to **pollution**.

This exclusion does not apply to the clearing-up of **pollution** at **your residence** caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation or **loss** to **contents** caused by oil, subject to all other terms, conditions and exclusions within this **policy**.

Prior accidents, losses or occurrences

We do not cover any **accident**, **loss**, **injury** or occurrence which occurs or commences prior to the start of the **period of insurance**.

Sonic bangs

We will not cover **loss** or **damage** directly caused by pressure waves from aircraft or other flying object traveling above the speed of sound.

Space perils

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by **space perils.**

Sulphides

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 transportation and packing

We do not cover any **loss** to any item during transit which is not suitably packed and secured relative to its value, materials used in its construction and the method of transportation.

War and Terrorism

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or arising from **terrorism,** war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Wear and tear, breakdown and gradually operating causes

We do not cover any **loss**, **damage**, **injury**, liability, **legal claim**, costs or expenses caused by or arising from:

- wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, **damage** by exposure to the light, lack of maintenance or any **loss** which happens gradually over a period of time; or
- chewing, scratching, tearing, denting, vomiting or fouling by **your pets**; or
- inherent flaw, faulty materials latent defect, faulty workmanship or design; or
- mechanical or electrical breakdown; or
- warping or shrinkage, rust or oxidation, bacteria or other corrosion, wet or dry rot, fungus, mildew, mould or infestation, or
- exposure to climatic temperatures; or
- extremes of temperature, dampness or dryness of atmosphere, or water vapour (**loss** arising directly from rain, sleet, snow or hail is not excluded).

Section 1a: Your Buildings

We will cover **your buildings** against risk of **loss** and **damage**.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

Cover for a **residence** under this section, including the additional covers, is only provided where an **amount insured** is stated in the **schedule**.

The amount insured

The **amount insured** for **buildings** at each **residence** covered by this section is stated in **your schedule**. The **amount insured** applies to each occurrence and is subject to the **excess** stated in **your schedule**.

What we will pay

If **your schedule** shows that **you** have cover for **rebuild cost**s, **we** will pay the **rebuild cost** of **your Buildings** up to the **amount insured**.

If **your schedule** shows that **you** have cover for increased **rebuild cost**s, **we** will pay the **rebuild cost** of **your Buildings** even if this exceeds the **amount insured**.

Where **loss** occurs to a building, **we** will also pay reasonable and necessary costs and fees for excavating, replacing or stabilising the land under or around it which is required for its rebuilding or repair. For each occurrence, **we** will pay up to 20% of the covered **loss** in respect of the building which suffered the **loss**.

Your Buildings: additional covers

These additional covers:

- apply automatically to **residence**s at which **your buildings** are covered by this section;
- are provided in addition to the **amount insured** for **your buildings**, unless **we** state otherwise; and
- are subject to the General conditions, the General exclusions, the exclusions which apply to this section, the applicable limits and the **excess** (unless stated otherwise).

Construction materials

We will provide cover against **loss** to any materials **you** own, and which will be used in connection with construction works at **your residence**, as long as they are within the boundaries of **your residence**.

We will pay up to €15,000 for each occurrence.

Fire Brigade Charges

We will pay the costs incurred by **you** and payable to a local authority, as permitted by legislation, resulting from Fire Brigade attendance as a result of any incident that is covered by this **policy**.

We will pay up to €10,000 for each occurrence.

Garden and landscaping – damage

We will pay for **loss** to **your** garden and landscaping arising from:

- fire;
- lightning or explosion;
- earthquake;

- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by **you**;
- falling lamp posts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each occurrence, **we** will pay up to €5,000:

- to restore trees, shrubs, plants and lawns and the repair of fences and gates, within the grounds of the **residence**; and
- to remove rubbish or other waste material which has been left at **your residence** by trespassers.

We will not pay more than €1,000 for any one tree, shrub or plant.

Locating leaks

In circumstances which have given rise to a valid claim under this **policy** relating to a gas, oil or water leak, **we** will cover the cost of finding:

- a gas, oil or water leak from **your** heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply **your buildings**;
  - **you** are legally responsible for; and
  - are located underground and within the boundaries of **your residence**.

We will also repair any **damage** to **your residence** which directly results from efforts to find the leak.

We will pay up to the **amount insured** for **buildings** at the **residence** where the leak occurs.

We will only provide cover if the water, gas or oil leak was first discovered during the **period of insurance**.

Rent owed to you

If a **building** (or part of it) is uninhabitable as a result of **damage we** have agreed to pay under this section, **we** will pay for rent (including ground rent) which **you** cannot recover as a landlord.

We will pay **your** irrecoverable rent for the time it takes to make the **building** (or the affected part) habitable again.

The most **we** will pay is 25% of the combined **building** and **content** sums insured shown on the **schedule** or €100,000 for each **occurrence**, whichever is the lesser.

We will only provide cover if the building (or the affected part) was rented out at the time of the **damage**.

We will not provide cover for any **loss** of rent due to termination or expiry of a lease or rent agreement not arising directly as a result of the **damage**.

Your Buildings: exclusions

The exclusions listed below apply to the whole of the ***Your** Buildings section*, unless **we** state otherwise.

Leaking or overflowing of water or oil

We will not cover leaking or overflowing of water or oil from within any plumbing, heating or drainage system or fixed domestic appliance:

- 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);

Settlement

We do not cover any **loss** or **damage** caused by **normal settlement.**

Structural movement

We do not cover any **loss** or **damage** caused by the movement of **your buildings**, unless it is caused by subsidence.

Subsidence

We do not cover any **loss** or **damage**:

- to any boundary wall, bridge, dock, domestic fixed tank, driveway, fence, footpath, garden wall, gate, jetty, land, patio, pavement, pier, retaining wall, sea wall, swimming pool, tennis court, terrace or wharf, caused by subsidence, unless the **home** at the **residence** is physically **damage**d at the same time;
- to solid floor slabs, unless the foundations underneath the external walls of **your home** are **damage**d at the same time and by the same cause.
- caused by **normal settlement** or shrinkage or by made-up ground moving, inadequate foundations, demolition, construction, or structural repair or alteration;
- caused by erosion;
- caused by or arising from faulty, inadequate or defective planning or use of faulty or defective materials;
- if any of the property on the site has previously been **damage**d by land; moving, subsiding or slipping, and **you** have not told **us** about it;

Theft or attempted

We will not cover theft or attempted theft:

- 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.

Section 1b: Your contents

We cover **your contents** against risk of **loss** and **damage**.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

Your amount insured

The **amount insured** for **your contents** at each of **your residences** is stated in **your schedule**. The **amount insured** applies to each **occurrence** and is subject to the **excess** stated in **your schedule**.

What we will pay

We will pay the full cost to replace or repair **loss** to **your contents**, whichever is less, up to the **amount insured** for each **residence** as stated in **your schedule**.

If the cost of replacing **your contents** is more than the amount **you** have insured them for, **we** may, at **our** discretion, pay an increased replacement cost or contribution to the increased replacement cost up to 50% more than the **amount insured**, only if **you** have given **us** a professional valuation of **your contents** undertaken no more than 3 years before the **occurrence**. **We** will only do this if **you** have told **us** about any additions since the valuation was carried out and **you** have amended the **amount insured** to reflect this.

You must maintain the **amount insured** for **your contents** at each particular **residence** covered by this section.

Specified limits

For the categories of **contents** in the table below, there is a maximum limit **we** will pay for each **occurrence.** This does not increase the **amount insured** for **contents**, either here or elsewhere in this **policy**, except for **jewellery** where the maximum limit below is in addition to the cover provided in ***Your** valuables* (page 40)

Type of contents	Maximum for each occurrence
Money, documents and title deeds which are	
• Not in a locked safe	€2,500
• In a locked safe not located at the **residence**	€4,000
• In a locked safe at the **residence**	€5,000
Home office equipment and home office business stock	€20,000
Watercraft	€5,000
Jewellery	€2,500
Fine art	€100,000
Non-motorised trailers and caravans	€5,000
Incidental motor vehicles	€5,000
Personal digital data	€10,000

Your contents: additional covers

These additional covers:

- apply automatically to **residences** at which **your contents** are covered by this section;
- are provided in addition to the **amount insured** for ***Your contents***, unless **we** state otherwise; and
- are subject to the General conditions, the General exclusions, the exclusions which apply to this section, the applicable limits and the **excess** (unless stated otherwise).

Bank cards

If, during the **period of insurance**, **bank cards** issued in **your** name have been lost or stolen and used without **your** permission, **we** will cover the amount **you** are legally obliged to pay.

We will pay any amounts which **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, provided **you** follow all the terms under which the **bank cards** were issued.

We will pay up to €25,000 in total for all claims during the **period of insurance**.

For the purposes of this additional cover, the definition of '**you**' does not include **domestic employees**.

We will only provide cover:

- if **you** comply with the terms of the **bank cards**;
- in the case of theft, if **you** notify the police; and
- in **excess** of any other insurance, **you** may have.

Locating leaks

In circumstances which have given rise to a valid claim under this **policy** relating to a gas, oil or water leak, **we** will cover the cost of finding:

- a gas, oil or water leak from **your** heating, cooking or water systems; and
- water leaks from service pipes which:
  - are connected to and supply **your buildings**;
  - **you** are legally responsible for; and
  - are located underground and within the boundaries of **your residence**.

We will also repair any **damage** to **your tenants' improvements** which directly results from efforts to find the leak up to the **amount insured** for **tenants' improvements** at the **residence** where the **loss** occurs.

We will only provide cover if:

- the water, gas or oil leak was first discovered during the **period of insurance**; and
- the leak occurs at a **residence** where **your contents** are covered by this **policy**.

New items

We will cover **loss** to any items that **you** buy, are given or inherit during the **period of insurance** and which fall under the definition of **contents**.

For each **occurrence**, **we** will pay up to 25% of the highest **amount insured** for **contents** at a single **residence** listed in **your schedule**.

We will not provide cover for an item unless you ask for it to be covered within 90 days of acquiring the item and pay us the additional premium due from that date.

Visitors

We will cover **loss** to the personal property of visitors to a **residence** at which **contents** are covered by this **policy**.

For each **occurrence**, **we** will pay up to the **amount insured** for **your contents** at that **residence**, or up to any specific limit which applies, whichever is less.

When you are a tenant or a leaseholder

Tenants' improvements

If **you** are a tenant or leaseholder at a **residence** where **your contents** are covered by this **policy**, **we** will cover any **loss** that occurs to **your tenants' improvements**. **We** will pay up to 10% of the **amount insured** for **contents** at the **residence** where the **loss** occurs, or the amount stated under *Tenants' improvements* in **your schedule**, if this is higher, for each **occurrence**.

Gardens and landscaping

If **you** are a tenant or leaseholder at a **residence** where **your contents** are covered by this **policy**, **we** will cover **loss** to **your** gardens and landscaping (at the **residence** and for which **you** are responsible) arising solely from:

- fire;
- lightning or explosion;
- earthquake;
- riot or civil commotion;
- a collision by a vehicle or aircraft not owned by **you**;
- falling lampposts, telegraph poles or pylons; or
- theft, attempted theft, vandalism, malicious acts or trespass.

For each **occurrence**, **we** will pay up to 10% of the total **amount insured** for **tenants' improvements** listed in the **schedule** at the **residence** at which the **loss** occurs to:

- restore trees, shrubs, plants and lawns and the repair of fences and gates within the grounds of the **residence**; and
- remove rubbish or other waste material which has been left at **your residence** by trespassers.

We will not pay more than €5,000 for any one tree, shrub or plant.

Your contents additional exclusions

The exclusions listed below apply to the whole section, unless **we** state otherwise.

Animals, birds and fish

We do not cover any **loss** or **damage** to animals, birds and fish.

Business

We do not cover any **loss** or **damage** to **your** property (including **money**) which relates to business activities, unless it is covered under:

- outdoor equipment used solely in connection with **incidental farming** or domestic gardening (but not including any vehicle covered under ***Incidental motor vehicles*** (page 31)
- **incidental motor vehicles** which are used solely for **incidental farming**;
- **home office business equipment**; or
- **home office business stock**.

Goods and services

We do not cover any **loss** caused by **you** having not received goods and services.

Leaking or overflowing of water or oil

We will not cover leaking or overflowing of water or oil from within any plumbing, heating or drainage system or fixed domestic appliance:

- caused by wear and tear or deterioration;
- to the component or appliance from which water leaks (unless caused by freezing);

Personal digital data

We do not cover electronic data other than **your personal digital data**.

Repossession

We will not cover any **loss** due to customs or other officials or authorities taking or keeping **your** property.

Tenants at your residence

We do not cover any **loss** to property that belongs to someone who pays **you** to live at **your residence**.

Theft or attempted theft

We will not cover theft or attempted theft:

- 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.

Transport

We do not cover any **loss** or **damage** to:

- manned or unmanned aircraft, including drones, or their parts;
- **incidental motor vehicles** whilst they are in use
- waterborne vessels apart from those defined as watercraft for this **policy**. **We** do not cover any **loss** or **damage** caused by the stranding, swamping or sinking of a watercraft covered by this **policy**; or
- motor vehicles, motorcycles and their accessories, apart from **incidental motor vehicles**.

Section 1c: Your property emergencies

We cover **you** in a number of emergency situations where **we** provide protection for **you** and **your residence**.

This section:

- applies only to the **residences** listed in **your schedule** under **your buildings**, **your contents** and/or **your** valuables; and
- is subject to the General conditions, the General exclusions, the exclusions which apply to this section and the applicable limits but is not subject to any **excess**.

Emergency access

If **you** have to use force to gain access to a building at **your residence** because of an emergency (either a medical emergency and/or to protect either **your contents** or **your buildings**), **we** will pay the cost of repairs. The building does not need to be owned by **you**.

We will pay up to €10,000 for each emergency event.

Emergency preventative measures

If **you** need to take practical, temporary measures to avoid or reduce **loss** covered by this **policy** arising from a storm or flood, **we** will reimburse the expenses **you** incur in taking such measures.

We will pay up to €2,500 in total for all claims in the **period of insurance**.

Emergency precautionary repairs

Following an occurrence covered by ***Your*** *Buildings*, ***Your contents*** or ***Your*** *valuables*, **we** will pay for emergency repairs which **you** reasonably incur to protect **your residence** against further **loss** covered by this **policy**.

Alternative accommodation due to loss or damage

If **your residence** is uninhabitable because of a **damage** (which is covered under this **policy** and **we** have agreed to pay for the occurrence), **we** will reimburse **you** for alternative accommodation expenses to maintain **your** usual standard of living and which **you** incur.

We will continue to pay **your** alternative accommodation expenses:

- for the shortest amount of time required to make **your residence** habitable again; or
- until **you** permanently move somewhere else.

You must agree all expenses in advance with **us**.

The most **we** will pay is:

1. **Primary residence**: 10% of the **amount insured** shown on the **schedule** for the **residence** of which the **damage** occurred or €250,000 for each **occurrence**, whichever is the lesser.
2. Secondary **residence**: 10% of the total sum insured shown on the **schedule** for the **residence** of which the **damage** occurred or €150,000 for each **occurrence**, whichever is the lesser.

Alternative accommodation due to forced evacuation

If **you** are unable to live in **your residence** (which is covered under this **policy**) because a local authority or emergency service prohibits **you** from doing so or tells **you** to leave for more than 24 hours due to **damage**

to surrounding property which would have been otherwise covered under this **policy**, **we** will reimburse **you** for alternative accommodation to maintain **your** usual standard of living.

The cover provided under alternative accommodation includes accommodation for **your pets** and horses.

We will continue to pay **your** alternative accommodation expenses until **you** are allowed to return to **your residence**.

You must agree all expenses in advance with **us**.

The most **we** will pay is 10% of the combined **building** and **content** sum insureds shown on the **schedule** for the **residence** of which the evacuation was required, up to a maximum of fifteen days from the date of the forced evacuation.

Nest removal

We will pay up to €1,000 for removing nests from **your buildings** during the **period of insurance**.

Replacement locks

If the keys to one of the **residence**s in **your schedule** are lost or stolen during the **period of insurance**, **we** will pay the cost of replacing the locks

Section 1d: Your personal emergencies

We cover **you** when **you** need **us** in an emergency.

This section:

- applies automatically; and
- is subject to the General conditions, the General exclusions, the exclusions which apply to this section and the applicable limits but is not subject to an **excess**.

Accidental Injury

We will pay the amount stated in the benefits table to **you** (or **your** estate if **you** die) if, during the **period of insurance**, **you** sustain **injury** following an **accident** which within 2 years is the sole and independent cause of death or a disablement set out in the benefits table.

Death or **injury** suffered as the sole and independent cause of exposure to the elements shall be classed as **injury** following an **accident**, and the corresponding benefit under this sub-section will be paid, subject to all other applicable terms, conditions and exclusions.

The benefits table below shows which injuries are covered, and the amounts for which **you** are insured.

	Amount Insured
Death For anyone under 16 years old at the time of the **accident**, death cover is limited to €5,000	€15,000
Loss of limb	€10,000
Loss of sight	€10,000
Loss of speech	€10,000
Loss of hearing	€10,000

We will only pay for injuries or death which are the direct result of an **accident**.

The most **we** will pay out under this section is €30,000 per **period of insurance**

If **you** disappear during the **period of insurance**, and after a suitable period of time are believed to have died from injuries following an **accident**, **we** will pay death benefits provided that **your** next of kin sign an undertaking to the effect that if this turns out not to be true, they will refund the benefits.

Accidental injury: additional exclusions

Active service

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in active service in any armed forces of any nation.

Dangerous activities

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in the following dangerous activities in which participation is known to carry an increased risk of **injury including but not limited to**:

- scuba diving to depths of more than 30 metres;
- hang-gliding or paragliding;
- parachuting, unless tandem parachuting;
- parascending other than over water;
- mountaineering or rock climbing normally requiring the use of guides or ropes;
- pot-holing or caving;
- racing of any kind other than on foot or swimming;

- more than 3 bungee jumps in any one 28-day period;
- micro-lighting; and
- off-piste skiing unless with a qualified guide.

Degenerative processes

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, naturally occurring conditions or degenerative processes.

Events not attributable to a single accident

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, a series of events which cannot be wholly attributed to a single **accident**.

Flying and other aerial activities

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in flying or other aerial activities, except if **you** are a passenger.

Illness or disease

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, illness or disease which is not the result of an **injury** following an **accident**

Influence of drugs

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, the taking or using of drugs or controlled substances, unless they are prescribed by a **medical practitioner** and taken according to their instructions.

Participation in sports

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, **your** participation in professional or semi-professional sport.

Psychological conditions

We will not pay any benefit in respect of death or **injury** directly or indirectly caused by, or contributed to by, post-traumatic stress disorder or any psychological or psychiatric condition which does not result from an **accident**.

Suicide and self-inflicted injury

We do not cover any benefit in respect of death or **injury** resulting from **your** suicide, attempted suicide or self-inflicted **injury**.

Travelling against government advice

We will not pay any benefit in respect of death or **injury** which arises while:

- **you** are in a country or region that the Irish Government (through its Department of Foreign Affairs & Trade) or the government of the country **you** are travelling in, to or through has, prior to **you** entering the country or region recommended against 'all' or 'all but essential' travel in, to or through; or
- **you** remain in a country or region that the Irish Government (through its Department of Foreign Affairs & Trade) or the government of the country **you** are travelling in, to or through has recommended against 'all' or 'all but essential' travel in, to or through more than 48 hours after the recommendation has been given.

Unnecessary danger

We will not pay any benefit which is directly or indirectly caused by **you** putting yourself in unnecessary danger, unless **you** are trying to save human life.

Section 2: Your valuables

We cover **your** valuables against risk of **loss** and **damage**.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this **policy** but is not subject to an **excess**.

Specified valuables

Your schedule will list any valuables **you** have specified and the **amount insured**.

If an occurrence results in **loss** to a specified valuable which:

- cannot be repaired for less than the replacement cost of the item, **we** will pay the **amount insured** for that item; or
- can be repaired for less than the replacement cost of the item, **we** will pay up to the **amount insured**:
  - to repair the item to its condition immediately before the **loss**; and
  - any difference in its **market value** if, after the repair, its **market value** is less than it was immediately before the **loss**.

We will pay more than the **amount insured** for that specified valuable if:

- its **market value** immediately before the **loss** is greater than the **amount insured**; and
- **you** have provided **us** with an independent professional valuation when adding the specified valuable to **your policy** which is not more than 3 years old at the time of the **occurrence**.

In these circumstances, **we** will pay the lesser of:

- its **market value** immediately before the **loss**, up to 150% of the **amount insured** for that specified valuable; or
- the total **amount insured** for the specified valuable's category as stated in the **schedule**.

Unless **we** agree in advance, **we** will only cover:

- specified **jewellery** listed in the **schedule** as 'in-vault', when kept in a secure bank vault or safety deposit facility approved by **us**; or
- specified **jewellery** listed in the **schedule** as 'in-safe', when kept in a locked safe approved by **us** at the **residence** listed in the **schedule**.

Unspecified valuables

If an occurrence results in **loss** of a valuable not specified on **your schedule**, **we** will pay to repair or replace it (whichever costs less). **We** will also pay any difference in its **market value** if, after the repair, its **market value** is less than it was immediately before the occurrence.

For each occurrence, **we** will pay up to the **amount insured** for each particular category of unspecified valuable as stated in the **schedule**. **We** will not pay more than:

- €10,000 for each unspecified item of **jewellery**; or
- €25,000 for each unspecified item of other valuables.

Your valuables: Additional covers

These additional covers:

- apply automatically if **your** valuables are covered by this section;
- are provided in addition to the **amount insured** for ***Your** valuables,* unless **we** state otherwise; and

- are subject to the General conditions, the General exclusions, the exclusions which apply to this section, the applicable limits and the **excess** (unless stated otherwise).

Defective title

If, after **you** purchase a work of **fine art**, it is proved that:

- **you** are not the legal owner due to defective title; or
- **you** do not have good title to it, and **you** are legally required to return it to its rightful owner,

we will pay:

- the purchase price of the work of **fine art**; or
- the specified **amount insured**,

whichever is the lesser.

We will also pay legal fees and expenses which are incurred by **you** in defending a title claim made against **you**.

We will not be liable for any expenses **you** incur without **our** prior approval.

We will pay up to €100,000 in total for all claims (inclusive of legal fees and expenses) in the **period of insurance**.

We will only provide cover if:

- the work of **fine art** is a specified valuable listed in the **schedule** and has not been sold or disposed of by **you**
- the work of **fine art** was purchased (not inherited or given to **you**) after **your** first **policy** incepted with **us**;
- the claim was made against **you** and reported to **us** during the **period of insurance**;
- **you** can demonstrate that **you** made reasonable enquiries into the title of the work of **Fine art**;
- **you** were not aware of the claim (or had not been contacted about a potential claim) at the time this **policy** was entered into; and
- in respect of any legal fees and expenses, **our** written consent is obtained prior to any legal work being undertaken at any stage in a claim.

New items

We will cover **loss** to items that **you** purchase, are given or inherit during the **period of insurance** which fall under the definition of valuables.

We will pay up to 25% of the total **amount insured** for the category of valuable under which the item would be covered.

We will not provide cover for a new item unless:

- **your schedule** already includes valuables that are insured under the same category as that of the item; and
- **you** ask for it to be covered within 90 days of acquiring the item and pay **us** the additional premium due.

Your valuables additional exclusions

The following specific exclusions apply to the entirety of this section, unless otherwise stated.

Repossession, loss of value, cleaning, dyeing and restoration;

We will not pay for **loss** due to:

- customs or other officials or authorities taking or keeping **your** property;
- **loss** of value, or anything which happens gradually;
- cleaning, dyeing or restoration.

Trade, business or profession

We do not cover any **loss** to any valuables held or used for any trade, business or profession.

Wine

Where the valuable is wine, **we** do not cover any **loss** caused by unexplained shortage, contamination, recorking, ullage, cork taint, oxidisation, discolouration or mysterious disappearance.

Section 3: Your liability

This section addresses how **we** will protect **you** in the event of an **occurrence** which leads to a **legal claim**.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

Your third-party liability cover

We will cover **you** against any **legal claims** including reasonable and necessary defence costs up to a maximum of €10,000,000 for **loss** which **you** are legally obliged to pay which arise from an **occurrence** anywhere in the world.

1. For each **occurrence, we** will only pay up to the **amount insured** for third party liability as stated in **your schedule** or, where an additional cover applies, up to the applicable limit irrespective of how many of **you** are involved and how many **legal claims** are brought against one or more of **you**.
2. **We** will only pay **your** defence costs if **you** obtain **our** written consent before any legal work is commenced and if **we** ask **your** legal adviser to do so at such stages of the proceedings as **we** require.
3. **We** will only pay **your** defence costs if such costs are incurred with **our** choice of legal representatives.
4. In jurisdictions where local laws may prevent **us** from paying **your** defence costs directly, such costs will be incurred and paid by **you** and reimbursed by **us**, so long as **our** payment does not contravene any law, regulation or sanction.
5. The definition of **you** under this section does not include **domestic employees.**

Your excess

No **excess** applies to **your** third-party liability cover or defence costs.

Your liability: additional covers

These additional covers:

- apply automatically as long as **you** have third party liability cover as part of this **policy**;
- are provided in addition to the **amount insured** for third party liability cover, unless **we** state otherwise; and
- are subject to the General conditions, the General exclusions, the exclusions which apply to this section and the applicable limits. No **excess** applies.

Domestic employee's liability cover

We will cover any **legal claim** for **damages** which **you** are legally obliged to pay to a **domestic employee**.

The **legal claim** must arise from the **domestic duties** the **domestic employee** is employed by **you** to undertake, at a **residence** listed in **your schedule** which is in the Republic of Ireland, the **United Kingdom** or a member state of the European Union or while on a temporary trip abroad.

We will cover defence costs **you** incur in defending **legal claims** which are covered by this additional cover.

For any one incident, **we** will pay up to €10,000,000 for **damages,** expenses and defence costs.

For the purposes of this additional cover, the definition of '**you**' does not include **domestic employees.**

1. **We** do not cover any liability arising from **your domestic employees**' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total at any time during the **period of insurance**.

2. **We** do not cover any **legal claim** brought in a jurisdiction other than the Republic of Ireland, the **United Kingdom** or member state of the European Union, this also applies to the enforcement of any **legal claim** brought in any other jurisdiction to courts in the Republic of Ireland, the **United Kingdom** or member state of the European Union

Irrecoverable court awards

If you:

- suffer **injury** (and resulting sickness, disease or death) or **damage** resulting from an incident which occurs during the **period of insurance**; and
- commence legal proceedings to recover any resulting **damage** from a third party during the **period of insurance**,

we will cover any **damages** or costs **you** are awarded in a judgment by any court of law in Ireland or in the United Kingdom but do not receive within three months. **We** will pay you the amount you are owed up to €7,500,000.

If **you** receive any damages or costs after **we** have paid **you** for them, **you** must return the amount to **us.**

We will only provide cover if:

- the incident resulting in the Judgment did not occur in the course of any business, profession or occupation other than **home office business** and **incidental farming**;
- **your** liability would have been covered under this section if **you** had caused the same **injury** (and resulting sickness, disease and death) or **damage**; and
- **you** notify **us** that **you** intend to commence proceedings, and **we** agree to provide cover in respect of those proceedings;
- the Judgment debt has been outstanding for over 3 months (or where the Judgment debt is paid in instalments, the debtor has failed to make a payment in accordance with the Court's Order for over 3 months);
- the Judgment is made by any Court of Law in the Republic of Ireland or **United Kingdom** and in a personal capacity for **injury** (and resulting sickness, disease or death) or **damage**; and
- the Judgment is not the subject of any process of appeal

Your liability additional exclusions

The exclusions listed below apply to the whole section, unless **we** state otherwise.

Abuse

We do not cover liability, **legal claims**, expenses or costs arising out of any actual, alleged or threatened:

- physical, mental or sexual abuse; or
- sexual misconduct, harassment or abuse.

Aircraft

We do not cover liability, **legal claims**, expenses or costs arising out of or in relation to any manned or unmanned aircraft, including drones.

Animals

We do not cover liability, **legal claims**, expenses or costs arising from any animal other than **incidental farming** livestock or **your pets** and horses.

We do not cover liability arising from any dog defined as dangerous under the Control of Dogs Act 1986 and Control of Dogs Regulations 1998 or in the **United Kingdom** under the **United Kingdom** Dangerous Dogs Act 1991 in each case (as and when amended) or equivalent legislation.

Business interests

We do not cover liability, **legal claims**, expenses or costs arising out of **your** business interests, investments (including those **you** make for someone else or on **your** own behalf), or any other activities intended that generate revenue

However, unless a different exclusion applies, **we** will cover **your** liability, expenses or costs arising out of:

- renting out a **residence** (or any part of the **residence**) listed in **your schedule**;
- **your home office business** or **incidental farming**; or
- unpaid voluntary work for a registered charity or a community or religious group.

Contracts

We do not cover liability, **legal claims**, expenses or costs arising from any contractual agreement unless such liability would have existed without the contractual agreement. Where **you** are a landlord, **we** will cover **you** in respect of occupiers' liability.

Defence costs

We do not cover liability, **legal claims**, expenses or costs that **you** incur in defending **legal claims** which, if **you** were found liable, would not be covered under this section.

Directors and officers

We do not cover liability, **legal claims**, expenses or costs arising from **your** role as an officer or member of a board of directors of any corporation or organisation, or as a trustee.

Discrimination

We do not cover liability, **legal claims**, expenses or costs arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

Financial performance

We do not cover liability, **legal claims**, expenses or costs arising from a guarantee of financial performance which **you** have provided.

Fines

We do not cover liability, **legal claims**, expenses or costs for fines or penalties, or for punitive **damage**s.

Infections

We do not cover liability, **legal claims**, expenses or costs resulting directly or indirectly from transmitting any infectious disease or virus, syndrome or illness.

Injury to you or your employees

We do not cover liability, **legal claims**, expenses or costs for **injury** to **you** or **your** employees arising from their work for **you**, except where covered under ***Domestic employee's*** *liability cover*.

Intentional acts

We do not cover liability, **legal claims**, expenses or costs arising from any criminal, intentional, malicious or wilful acts or omissions.

We do not cover liability, **legal claims**, expenses or costs arising from acts or omissions which a reasonable person would expect to cause **loss**, unless **you** acted reasonably in protecting any individual or property.

North America

We do not cover **your** liability, **legal claims**, expenses or costs arising from any **occurrence** which happens in the United States of America or Canada if **you** have been in either or both of those countries for 90 days or more in total during the **period of insurance**

Professional liability

We do not cover liability, **legal claims**, expenses or costs arising from **your** performance of, or failure to perform, professional services, or for professional services for which **you** are legally responsible or licensed.

Property in your care

We do not cover liability, **legal claims**, expenses or costs arising from **damage** to property belonging to, or held in trust by, **you** or in **your** or **your domestic employee**'s custody or control.

Unlicensed firearms

We do not cover liability, **legal claims**, expenses or costs arising out of owning, possessing or using unlicensed firearms.

Unlisted property

We do not cover liability, **legal claims**, expenses or costs arising out of owning, possessing or using any land or **buildings** not in **your schedule**.

Vehicles

We do not cover liability, **legal claims**, expenses or costs relating to:

- motorised vehicles apart from **incidental motor vehicles** whilst not in use on public roads, and
- wind-powered land vehicles.

Watercraft

We do not cover liability, **legal claims**, expenses or costs arising out of owning, possessing or using (including loading and unloading):

- any watercraft which is more than 5 metres long or has more than 15 horsepower;
- any watercraft which is lent or rented to **you** for longer than 30 days; or
- jet skis, wet bikes or surf-jets.

Wrongful or unfair dismissal

- **We** do not cover liability, **legal claims**, expenses or costs for **loss** arising out of wrongful or unfair dismissal or related employment dispute or legal proceedings.

Emergency events

We will pay for **your** expenses which are incurred by **you** as the sole and direct result of an emergency event listed to the right, as long as the emergency event occurs during the **period of insurance**.

The expenses **you** can claim, and the amounts insured, are given in the expenses table on the right.

Multiple events

Where multiple emergency events occur at the same time, **we** will pay those expenses applicable to the emergency event which provides the highest level of cover, but **we** will not pay under more than one emergency event.

Expense	Emergency events	*Amount insured *Please note any amount payable is subject to the maximum per event
Medical expenses	• Aggravated assault • Aggravated breaking and entering • Air rage • Car jacking • Road rage • Stalking	€15,000 for each individual Up to a maximum of €30,000 for each emergency event
Psychiatric treatments prescribed by a **medical practitioner** within 12 months of the emergency event	• Aggravated assault • Aggravated breaking and entering • Air rage • Car jacking • Road rage • Stalking	€15,000 for each individual Up to a maximum of €30,000 for each emergency event
Salary lost during the immediate 60-day period from the emergency event	• Aggravated assault • Aggravated breaking and entering • Car jacking • Stalking	€15,000 for each individual Up to a maximum of €30,000 for each emergency event
Permanent relocation expenses for moving permanently away from the **residence** where the emergency event took place	• Aggravated breaking and entering • Stalking	€30,000 for each emergency event
Personal security expenses to cover the cost of improving security at the **residence** where the emergency event took place	• Aggravated breaking and entering • Stalking	€30,000 for each emergency event
Residential security expenses to cover the cost of improving security at the **residence** where the emergency event took place	• Aggravated breaking and entering • Stalking	€30,000 for each emergency event

Expense	Emergency events	*Amount insured *Please note any amount payable is subject to the maximum per event
Temporary relocation expenses to temporarily move away from the **residence** where the emergency event took place	• Aggravated breaking and entering • Stalking	€15,000 for each emergency event
Travel and accommodation expenses for a family member to stay near the medical facility where someone is receiving medical treatment under this *Emergency events* section.	• Air rage • Car jacking • Road rage	€10,000 for each individual Up to a maximum of €20,000 for each emergency event

Emergency events

Emergency events for which **we** provide cover are defined below.

Aggravated assault

Aggravated assault is where an individual or group of individuals use violence or the threat of violence to unlawfully take **your** possessions while **you** are away from **your residence**.

Aggravated breaking and entering

Aggravated breaking and entering is where an individual or group of individuals enter **your Buildings** or **temporary residence** unlawfully and use violence or the threat of violence against **you** or a visitor. **Your** visitors are also covered for aggravated breaking and entering.

Air rage

Air rage is where **you** are travelling as a passenger on a commercial aircraft and are subjected to an unprovoked violent, physical assault.

Carjacking

Carjacking is where **you** are travelling in a motor vehicle and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the motor vehicle or the property inside it. Anyone travelling in the motor vehicle at the same time as **you** is also covered for carjacking.

Road rage

Road rage is where **you** and/or **your chauffeur** are subjected to a sudden unprovoked and violent physical attack while **you** and/or **your chauffeur** are travelling in a motor vehicle. **Your chauffeur** is also covered for road rage.

Stalking

Stalking is where someone commits a series of acts during the **period of insurance** which are intended to cause **damage** to **your** property, or to harass, injure or harm **you**.

We will only pay permanent relocation expenses and/or residential security expenses when incurred as the direct result of an *Aggravated breaking and entering or Stalking* which occurs during the **period of insurance**.

Emergency events additional exclusions

Events caused by you or your close relations

We will not cover any expenses when the emergency event is directly or indirectly caused by:

- **you**;
- a **close relation**;
- a former **close relation** (including estranged and former spouses); or
- anyone with whom **you** have engaged in a **personal relationship**–which means a relationship between two people (other than through marriage or cohabitation), whether or not related by family, who have a connection that has involved previous interactions with each other of a social or professional nature

Events caused by individuals known to you

We will not cover any expenses under *Air rage or Road rage* when the emergency event is directly or indirectly caused by someone known to **you** or **your chauffeur**.

Events caused by people who are not the subject of an injunction or court order

We will not cover any expenses under *Stalking* when the emergency event is directly or indirectly caused by someone who is not the subject of an injunction or court order issued to protect an individual.

People acting on your behalf

We will not cover any expenses in respect of *Aggravated assault, Aggravated breaking and entering, Carjacking or Stalking* when the emergency event is directly or indirectly caused by anyone acting on **your** behalf.

Permanent relocation after 6 months

We will not cover **your** permanent relocation expenses if **you** move more than 6 months after an *Aggravated breaking and entering*, or if **your residence** was for sale when the *Aggravated breaking and entering* took place.

Events involving fee paying passengers

We will not cover expenses under *Road rage* where **you** own the motor vehicle and are using it to transport people or property for a fee at the time of the emergency event.

Travelling against government advice

We will not cover any expenses incurred by **you** as a result of an emergency event which occurs while:

- **you** are in a country or region that the Irish Government (through its Department of Foreign Affairs & Trade) or the government of the country **you** are travelling in, to or through has, prior to **you** entering the country or region, recommended against ‘all’ or ‘all but essential’ travel in, to or through; or
- **you** remain in a country or region that the Irish Government (through its Department of Foreign Affairs & Trade) or the government of the country **you** are travelling in, to or through has recommended against ‘all’ or ‘all but essential’ travel in, to or through more than 48 hours after the recommendation has been given.

Your legal solutions

We provide **you** with legal protections for a number of events.

Cover under this section is subject to the terms, conditions, applicable limits and exclusions in this **policy**.

This section does not apply to **domestic employees**

Your legal solutions: cover

We will pay **your legal costs** up to €150,000 for claims that are related in time or by originating cause (including appeals) which:

- are made by or against **you** and reported to **us** during the **period of insurance**; and
- fall under one of the *Covered claims* set out below.

Provided that

- **reasonable prospects** exist for the duration of the claim;
- the date of occurrence of the *Covered claim* is during the **period of insurance** which
  - for civil cases (other than under *Tax protection*), is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
  - for criminal cases, is the date **you** began, or are alleged to have begun, to break the law.
  - for *Tax protection*, is the date when the Revenue Commissioners first notify **you** in writing of their intention to carry out a **revenue audit**;
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the countries covered for that *Covered claim*.

We will pay an **appointed representative**, on **your**, behalf, **legal costs** incurred following a *Covered claim* provided that:

- the most **we** will pay for all claims that are related in time or by originating cause (including appeals) is €150,000.
- the most **we** will pay in **legal costs** is no more than the amount **we** would have paid to a **preferred law firm**. The amount may vary from time to time.
- in respect of an appeal or the defence of an appeal, **you** must tell **us** within the statutory time limits allowed that **you** want to appeal. Before **we** pay **legal costs** for appeals, **we** must agree that **reasonable prospects** exist.
- for an enforcement of judgment to recover any **money** and interest due to **you** after a successful claim under this **policy**, **we** must agree that **reasonable prospects** exist.
- where an award of **damage**s is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **damage**s, the most **we** will pay in **legal costs** is the value of the likely award.
- in respect of ***Injury,*** **we** will pay the application fee required by the **Injuries Resolution Board** (IBR).

Covered claims

Clinical negligence

We will pay **your legal costs** for disputes where it is alleged that **injury** to **you** has resulted from a single negligent act of surgery, clinical or medical procedure.

We will not pay claims relating to:

- the alleged failure to correctly diagnose **your** condition.
- psychological **injury** or mental illness that is not associated with **you** having suffered **injury**.

Contract disputes

We will pay **your legal costs** in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- buying or hiring in goods or services; or
- selling goods.

Provided that the amount in dispute is more than €150.

We will not pay **legal costs** relating to:

- a dispute over the terms of a lease of land or **buildings** or a licence or tenancy of land or **buildings**. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- loans, mortgages, pension, investment or borrowing;
- **your** trade, profession or employment or any business venture;
- a settlement due under an insurance **policy** (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim); or
- construction work on any land, or designing, converting or extending a building, where the contract value is more than €7,500 including VAT.

Employment disputes

We will pay **your legal costs** in a dispute relating to **your** contract of employment **your** current or prospective employer.

We will not pay in relation to:

- claims relating to disputes arising from personal **injury**; or
- the **legal costs** for an employer's internal disciplinary process or an employee's grievance hearing or appeal.

Identity theft

Following a call to the **identity theft** helpline service, **we** will help to restore **your** identity and credit status if **you** have become a victim of **identity theft. We** will assign a personal case worker who will provide phone advice to help regain **your** identity.

Following **your identity theft we** will pay:

- **legal costs** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
- **legal costs** in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to **identity theft**;

- loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Provided that;

- **you** file a police report and notify banks and building societies as soon as possible; and
- **you** tell **us** if **you** have previously suffered **identity theft**; and
- **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

We will not pay claims relating to:

- fraud committed by anyone entitled to make a claim under this **policy**; or
- **loss**es arising from **your** business activities.

Injury

We will pay **your legal costs** in a claim against a party who causes **injury** to **you**. This includes helping **you** to register **your** claim with the **Injuries Resolution Board** (IRB).

We will not pay claims relating to:

- illness or **injury**, which happens gradually or is not caused by a specific or sudden **accident**;
- psychological **injury** or mental illness unless the condition follows injury to you;
- clinical negligence;
- defending **your legal** rights, but defending a counterclaim is covered; or
- the cost of obtaining a medical report when registering a claim with the **Injuries Resolution Board** (IRB).

Jury service and court attendance

We will pay **your legal costs** arising from **your** absence from work:

- to attend any court or tribunal at the request of the **appointed representative**; or
- to perform jury service; or
- to carry out activities specified by the identity theft support service under *Identity theft*.

Legal defence

We will pay **legal costs**:

- if an event arising from **your** work as an employee leads to:
  - **you** being prosecuted; or
  - civil action being taken against **you** under legislation for unlawful discrimination.
- if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

We will not pay claims relating to:

- parking or obstruction offences; or
- the driving of a motor vehicle by **you** for which **you** do not have valid motor insurance;

Property

We will pay **your legal costs** in a civil action and/or arrange mediation (if appropriate) for disputes relating to physical property (including **your residence**) which is legally owned by **you**, or for which **you** are responsible, following:

- an event which causes **damage** to such physical property, provided that the amount in dispute is more than €150;
- a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of their land, or some right over, or in connection with it); or
- a trespass.

We will not pay:

- claims relating to a contract **you** entered into;
- claims relating to any building or land other than **your home** or a **residence** used by **you** as a second **home**;
- claims relating to someone legally taking **your** physical property from **you**, whether **you** are offered **money** or not, or restrictions or controls placed on **your** physical property by any government or public or local authority;
- claims relating to work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical **damage**;
- claims relating to (mining subsidence;
- to defend a claim relating to an event that causes **damage** to physical property, but defending a counterclaim is covered; or
- the first €350 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

Tax protection

We will pay the **legal costs** in the event of a **revenue audit** relating to **your** self-assessment tax return and represent **you** in any appeal proceedings.

We will not pay claims relating to:

- an offshore account held by **you**;
- the tax affairs of a company, or any claim if **you** are self-employed, or a sole-trader, or in a business partnership;
- any Revenue Commissioner's audit where **you** have not submitted a self-assessment tax return; or
- reviews conducted by the Revenue Commissioners as part of its review **programmes**.

Your legal solutions: exclusions

Clinical negligence

We do not cover disputes relating to clinical negligence, except as provided for in *Clinical negligence* (page 70).

Defamation

We do not cover allegations against **you** which involve defamation.

Fines and penalties

We do not pay fines, penalties or compensation awarded against **you**.

Judicial reviews, inquests, inquiries and injunctions

We do not cover judicial reviews, coroner's inquest or fatal **accident** inquiry or injunctions.

Late reported claims

We do not cover any claim where **you** have failed to notify **us** of the *Covered claim* within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering **damage**s (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.

Legal action without our consent

We do not cover any legal action that **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

Legal costs incurred without our consent

We do not pay **legal costs** incurred without **our** consent.

Litigant in person

We do not cover any claim where **you** are not represented by a law, barrister or tax expert.

Other law firms

If **you** decide not to use the services of a **preferred law firm**, **we** will not pay any **legal costs** that fall outside the **ARAG Standard Terms of Appointment**.

Sonic Bang

We do not cover any claim caused by, contributed to buy or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Territorial limits

For ***Injury*** and *Contracts*, **we** do not cover events outside the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland the **United Kingdom**, and Turkey.

For all other sections, **we** do not cover events outside the Republic of Ireland.

Terrorism

We do not cover terrorism.

Your legal solutions: conditions

If **our** risk increases because **you** failed to keep to the conditions listed below, **we** can cancel this section, refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to claim back **legal costs** from **you**.

Your duties in the event of a claim

You must report any claim to **us** as soon as possible, please phone **us** on 01 670 7470 and **we** will send **you** a claim form.

Please send **your** completed claim form or written details of **your** claim to:

Claims Department,
ARAG Legal Protection Limited,
1 Hatch Street Upper,
Dublin 2, D02 PY28,
Ireland

Or email **us** at: claims@arag.ie

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem.

Claims are usually handled by an **appointed representative** appointed by **us**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

You must:

- co-operate fully with **us** and the **appointed representative**;
- give the **appointed representative** any instructions that **we** ask **you** to.

Your representation

- On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where the insurer is liable to pay a compensation award.
- If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most the insurer will pay is the hourly amount the insurer would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **legal costs** which exceed those included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**. Where **legal costs** have not already been agreed with a **preferred law firm** for the relevant claim type, **we** will pay up to a maximum of €150 per hour.

- The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

Cover will end immediately if:

- the representative refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, unless **we** agree to appoint another **appointed representative**; or
- **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to an **appointed representative** and **we** will be entitled to reclaim from **you legal costs we** have paid; or
- during the course of a claim **reasonable prospects** no longer exist. **We** will pay any **legal costs we** have agreed to, up to the date cover was withdrawn.

Assessing and recovering costs

You must tell the **appointed representative** to have **legal costs** taxed, assessed or audited, if **we** ask for this.

You must take every step to recover **legal costs** and the **Injuries Resolution Board** (IRB) application fee(s) that **we** have to pay, and must pay **us** any **legal costs** and PAB application fee(s) that are recovered

Consent

You must agree to let **us** see the appointed adviser's file relating to **your** claim.

You are considered to have provided consent to **us** to see **your** file for auditing and quality control purposes.

Settlement

We have the right to settle by paying the value of **your** claim.

You must not negotiate, settle the claim or agree to pay **legal costs** without **our** written agreement.

We may decide to pay **you** the amount of **damage**s that **you** are claiming, or that is being claimed against **you**, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle a claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **your** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

If **you** refuse to settle the claim following advice to do so from **your** appointed adviser, **we** reserve the right to refuse to pay further **legal costs**.

Your duties during the period of insurance

You must:

- keep to the terms and conditions of this **policy**;
- take reasonable steps to avoid and prevent claims;
- take reasonable steps to avoid incurring unnecessary costs;
- send everything, **we** ask for, in writing;
- report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

Expert opinion

If a dispute arises about the merits or value of a claim, **we** can require **you** to obtain and pay for an expert opinion. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**.

If their opinion supports **you** in that it is more likely than not that **you** will recover **damage**s (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will reimburse **you** for the cost of that opinion.

Your legal solutions: helplines

We provide these services 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending upon **your** enquiry. All helplines apply to the Republic of Ireland unless otherwise stated.

To help **us** check and improve **our** service standards **we** may record all calls.

When phoning, please tell **us your policy** number and the name of the insurance provider who sold **you** this **policy**. Use of this service does not constitute reporting of a claim.

We will not accept responsibility if these Helplines are unavailable for reasons **we** cannot control

Domestic help 01 881 8810

We will arrange help or repairs needed if **you** have a domestic emergency in **your home**, such as a burst pipe, blocked drain, broken window or building **damage**.

You will be responsible for paying the costs for the help.

Legal advice 0818 670474

We provide confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, **United Kingdom**, Channel Islands and Isle of Man.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of specialist matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call **you** back.

Identity theft 0818 252922

If **you** are a resident in the Republic of Ireland, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of i**dentity theft.**

The helpline is open 9am to 5pm, Monday to Friday.

We do not provide a call back service for this helpline if **you** call outside of the operating hours.

Health and medical information 0818 254164

We will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling 1800 670 407

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

Your home emergency assistance

Welcome

Welcome to **your home** emergency assistance cover. Thank **you** for choosing to insure with **us**. This section is separate to ***Your Home*** *Insurance* ***Policy***. It covers Emergencies at the private dwelling and any attached garage used for domestic purposes but excludes **outbuildings** and unattached garages.

Your Home *Emergency Assistance* is underwritten and administered by MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY. MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

MAWDY, Ireland Assist House, 22-26 Prospect Hill, Galway. Company Registration Number 903874.

Jurisdictional clause

This contract is subject to Irish law.

Insurance Act 1936

All monies which become or may become payable by **us** to **you** under this **policy** shall, in accordance with section 93 of the Insurance Act 1936, be payable 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.

Territorial Limits

Cover under this **policy** is restricted to properties located within the Republic of Ireland

Definitions

(Applicable to your home emergency assistance only)

The Definitions below are applicable to THIS section of the **policy** ONLY.

Certain words within this **policy** have a particular meaning, which is shown below. Each time **we** Use these words, they will have the same meaning wherever they are used in the **policy**:

Authorised Contractor A tradesperson authorised in advance by **us** to carry out repairs, who is contracted by **Us** and audited annually.

Breakdown A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Call Out Charges The Authorised Contractor labour charges and repair materials up to the limits of cover in the **policy**.

Catastrophe A sudden and violent event that brings about great **loss** or destruction, i.e. natural disasters and/or severe weather conditions.

Emergency An Emergency is defined as an unforeseen or sudden occurrence which results in **damage** to **Your** domestic property demanding immediate action to: (a) render the property safe and/or (b) secure the building against further **loss** or **damage**.

Emergency Repairs Work undertaken by an authorised contractor to resolve the Emergency by completing a temporary repair or, where possible within the Limits of Cover, a permanent repair.

Insurer The Underwriter of this **policy**; MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Limits of Cover The maximum amount payable towards the cost of the assistance.

Period of Insurance The period of cover specified in **Your home** insurance **schedule**.

Property The place of **residence** named in the **Home** Insurance **Schedule**, comprising private dwelling and attached garage Used for domestic purposes in the Republic of Ireland but excludes Out**buildings** and unattached garages. This can include private **residence**, let residential property or holiday **home**.

Temporary Repair A repair that will resolve an Emergency but will need to be replaced by a permanent repair.

we/Us/Our MAWDY Ireland, its representatives and Authorised Contractors.

You/your means the person, persons or legal entity named as the policyholder in the **schedule** and all members of **your** family (including adopted children, stepchildren and foster children), spouses, fiancé(e)s, co-habitees or partners who live:

- permanently in **your residence**; or
- temporarily away from **your residence** while at school, college or university.

It also includes **domestic employees** who live permanently in **your residence** unless **we** state otherwise in this **policy**.

You/your does not include those persons who pay rent to live in **your residence**.

Policy cover

Home Emergency Assistance is a 24-hour Emergency Repair service. It is there to assist **You** in **Your** time of need. The assistance provided is at **Our** discretion, as it will depend on availability at the time of the Emergency assistance request. Cover is provided by ARAG Legal Protection Limited and underwritten by MAWDY Ireland.

We undertake to provide an Emergency Repair service to secure the Property and to prevent any further **loss** or **damage** from occurring.

We will arrange and pay for the cost of the callout, labour and materials needed to carry out an Emergency Repair, up to the value of €500 (including VAT) per ***Home** Emergency assistance.* If the cost of the Emergency Repairs exceeds €500, **You** will be responsible for paying the difference.

There is a limit of four Emergency Assistances per Period of Insurance. After the fourth assistance, **your** ***Home** Emergency assistance* cover becomes void. Any further assistances will be at **your** own cost.

In the event of a Catastrophe event taking place, service times may be affected due to surges in demand and ability to provide Emergency Repairs may be restricted due to inaccessible/dangerous conditions.

What to do

If **you** have an Emergency at **Your** Property, please call the Emergency Helpline number 091501662 and have the following information available:

- Property address
- **Your policy** number
- A description of the problem
- A telephone number where **You** can be contacted

Events covered

What is covered	What is not covered
1. Broken or **damaged** pipes, leaks from sanitary fixtures and fittings, radiators and fixed water installations in **your** Property. Blockages in drains or toilet waste pipes.	• The repair of **damage** caused by seepage, leaking or dampness even as a result of broken or **damage**d piping or other installation. • The repair of air-conditioning installations, electric showers, water-filtration units, hot tubs, Jacuzzis, drains and septic tanks outside **your** Property. • Shared drainage facilities except within the boundary of **your** Property.
2. Failure of the electrical supply in **your** Property as a result of a fault or **damage** to an electrical installation inside the Property.	• Repairs to lighting such as (but not limited to) bulbs or fluorescent tubes, free-standing lamps and **home** appliances. • Alarms or telephone systems.
3. Theft or **loss** of keys, or accidental **damage** to locks.	• Inside doors or fittings. • Mechanical shutters or automatic garage doors.
4. Broken glass in outside windows or doors which makes **your** Property unsafe.	• Outside doors not directly connected or leading to **your** Property.

What is covered	What is not covered
5. Storm **damage** or any other accidental **damage** to the roof which makes your Property unsafe.	• **Damage** caused by wear and tear or gradual deterioration.
6. The complete failure or breakdown of the heating and/or hot water supply provided by the primary heating system in the Property.	• **Any primary heating system which has not been maintained in line with manufacturers' specifications.**

Additional services

If required, **we** can also provide the following:

Alternative accommodation

If **we** deem **your** property uninhabitable, **we** will contribute towards the cost of overnight accommodation for up to four people at an establishment of **your** choice. This benefit is subject to a maximum of €50 per person and an overall limit of €200 for any one incident.

Furniture Storage

If **we** deem **your** property uninhabitable and **you** need to remove household furniture for security reasons, **we** will provide seven days storage for **your** furniture and transport the items to and from the storage facility up to a distance of 50km from **your home**. This benefit is subject to a maximum of €200 for any one incident.

Urgent message relay

If an Emergency occurs within **your** Property, **we** can relay two urgent messages to a family member at **home** or abroad.

Emergency services

If **you** need the phone number of an Emergency service, call **us** and **we** will give **you** the phone number for the hospital, Garda/Police station, fire brigade or the number for whatever Emergency service **you** need.

Conditions

1. **Your** property must be kept in a good state of repair.
2. **We** will do **our** best to arrange a quick service and carry out repairs for all Emergencies, but **we** cannot guarantee that there will not be delays during times of severe weather conditions. **Our** ability to provide Emergency repairs may be restricted during severe/dangerous weather events.
3. **We** may refuse assistance if there is any risk to the safety and/or security of the attending tradesperson.
4. This section provides ***Home*** *Emergency assistance* only. It does not provide for the cost of normal wear, tear, depreciation or general maintenance.

Exclusions

We will not cover the following.

1. Work that is not an emergency repair.
2. Work that is not in **your** property.
3. Work carried out without **our** prior approval.
4. Any incident brought about by an avoidable or wilful or deliberate act committed by **you** or any act **you** consented to or ought to have known would cause **loss** or **damage**.
5. **Damage** to **your contents**.
6. For any consequential **loss** arising from using the ***Home*** *Emergency Assistance Services.*
7. More than four Emergencies in any one **period of insurance**.
8. Issues within the property which existed prior to inception of this **policy**.
9. Any recurring assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
10. Any Emergency Assistance Requests if **you** knowingly provide false or misleading information.
11. Any **loss** arising from subsidence, heave of the site or landslip.
12. Any **loss** or **damage** arising as a consequence of:
    - War, terrorism, hostilities, civil unrest, act of foreign enemies or similar causes;
    - Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste;
    - Fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes;
    - **Loss** as a result of disconnection or interruption of public utilities services to **your** property which is not unique to **your** Property;
    - Any investigative work, such as trace and access, which is required to solve the overall problem once the Emergency Repair has been carried out;
    - Any incidents where the root cause of the problem emanates from a communal area that **You** do not have sole responsibility for.

If **you** have a major emergency which may cause serious damage to **your property** or danger to **you** or anyone, **you** should contact the relevant authority or emergency services straight away or Customer care

In the unlikely event of a dispute occurring regarding ***Home*** *Emergency Assistance*; please contact:

Customer Service Department
MAWDY Ireland,
22-26 Prospect Hill,
Galway H91 T3HK
Phone: 091 501 662
Email: iecomplaintsnotifications@mapfre.com

We undertake to respond to **you** within five working days of receipt of **your** letter. If **we** have not replied to **your** complaint by then, **we** will send **you** an acknowledgment letter to keep **you** informed of progress.

Should **you** remain dissatisfied, **you** may contact:

Financial Services and Pensions Ombudsman
3rd Floor, Lincoln House, Lincoln Place,
Dublin 2, D02 VH29.
Phone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Following this procedure does not affect **Your** legal rights.

Data protection

We will need to obtain personal information from **you** to provide **you** with the **policy** of insurance. This means any information obtained from **you** in connection with this **policy** provided to **you** by **us** (or **our** subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We may use y**our** personal data in the following ways:

- To provide **you** with **policy** cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **our** agents who provide services on **your** behalf under the **policy**;
- To confirm, maintain, update and improve **our** customer records;
- To identify and market products and services that may be of interest to **you**, (subject to **your** prior consent);
- To analyse and develop **our** relationship with **you**;
- To help in processing any applications **you** may make;
- To carry out studies of statistics and claim rates;
- For the analysis and the prevention of fraud;
- For the analysis and the prevention of payment defaults;
- For statistical studies by **ys** and/or any sectorial organisation in Europe.

where **you** have given **your** consent, **we** may share some of **your** personal information with **our** partner companies or companies within **our** group so that they can provide **you** with information about other products, services and promotions that may be of interest to **you** by letter, telephone, SMS or e-mail. **we** will only disclose **your** personal information to third parties if:

- It is necessary for the performance of **your policy** of insurance with **us**;
- **You** have given **your** consent, including marketing consent; or
- Such disclosure is required or permitted by law.

You can change **your** mind about **your** marketing consent at any time by contacting **our**

Data Protection Officer,
Ireland Assist House
22-26 Prospect Hill,
Galway
Email: DPO.IRELAND@mapfre.com

We deal with third parties that **we** trust to treat **our** customers' personal information with the same stringent controls that **we** apply ourselves.



Helping you do more

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