

# Aviva Insurance Ireland DAC Private Clients

High Net Worth  
Property Insurance



Excellence takes attention to detail.  
It takes Aviva.



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# Introduction

Thank you for choosing the Aviva Private Clients policy for your personal insurance.

We are dedicated to providing insurance exclusively for individuals requiring the highest standard of care for their properties and possessions. Our knowledge and experience are complemented by our commitment to exceptional service.

We will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

## Policy Provisions

### **! This policy is not complete without a schedule**

This policy is underwritten by Aviva Insurance Ireland DAC.

Aviva Insurance Ireland DAC is a Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769. Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Registered UK Branch Address: St Helen's, 1 Undershaft, London EC3P 3DQ. UK branch deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FCA reference No. 827591) and limited regulation by the Prudential Regulation Authority.

Please be informed that Aviva Insurance Ireland DAC does not provide any advice about this particular insurance product sold to **you**.

## The Policy

This policy booklet, **your** schedule and any endorsement clauses detailed on it, set out the agreement between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the schedule and comply with **your** responsibilities described in this policy. Cover for each section will only be in operation where indicated on **your** policy schedule.

Upon any renewal or variation of this agreement, **you** must take care to ensure that **you** respond fully and accurately to any questions or requests for information **we** may make. The information **you** provide to **us** may affect **our** ability to renew or vary **your** coverage under this agreement or the terms on which **we** are able to provide renewal or variation. If there are any changes in **your** circumstances and/or the information **you** have provided is no longer true, valid or up to date, to ensure **you** are fully protected **you** must tell the intermediary who arranged the policy for **you**, or **us**, as soon as is possible as this may affect **your** policy and **your** ability to claim under it.

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with

## How we use your data

its terms. In particular, please refer to Part II – Making a claim and Part IX – General Conditions.

For information on how **we** use **your** data please refer to the Data Protection Notice provided with **your** insurance policy pack.

### Alerting you to important information

Action alerts: these teal 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 orange boxes draw your attention to terms which limit your cover.

# Part I - Definitions

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears.

**You / Your / Yours** means the person or persons or legal entity named on the schedule, his or her spouse, civil partner or common law partner.

**We / Us / Our / Ours** means Aviva Insurance Ireland DAC, as insurer, (or HSB Engineering Insurance Limited when acting on behalf of Aviva Insurance Ireland DAC as the context requires for the purposes of the administration of claims under this policy).

In addition the following words have the following meaning where used throughout the policy unless a more specific special definition applies under that section:

**Aircraft** means any device used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

**Aggravated burglary** means a burglary from the residence committed when a burglar enters and at the time has with them a firearm, imitation firearm, weapon of offence, or any explosive.

**Bodily injury** means identifiable physical injury to the body that results from a covered loss which is caused directly and solely by an accident, which is not intentionally self-inflicted and does not result from sickness or disease.

**Business** means a part-time or full-time trade, occupation or profession, including farming or stud activities, other than incidental business.

**Business equipment** means furnishings, supplies and equipment used to conduct business from the home.

**Collection** means fine art, jewellery, private collections of rare, unique or novel items of personal interest (for example, dolls, toy soldiers, guns, model trains), including memorabilia for which a sum insured is shown in the collections section of your schedule.

**Contaminant** is an impurity resulting from the mixture of or contact of a substance with a foreign substance.

**Contents** means fine art, household goods (including domestic gardening equipment and quad bikes) and personal property owned by, or in the possession of, you or a family member.

**Damages** means the sum of money required to satisfy a claim, whether settled or agreed to in writing by us or resolved by judicial procedure.

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

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

- employed by you in the Republic of Ireland, United Kingdom, Monaco, Switzerland 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, Monaco, Switzerland or a country which is a member of the European Union.

**Eco landscaping** means trees and shrubs that will provide wind protection and shade benefit to your residence.

**Family member** means any member of your household who resides with you on a permanent basis.

**Fine art** means paintings, etchings, statuary, antiques, and other genuine works of art with historical value or artistic merit.

**Home** means the main dwelling and other permanent structures including service pipes, cables and underground tanks supplying the main dwelling at each location named on the schedule.

**Identity fraud** means the act of knowingly transferring or using, without lawful authority, a means of identification of an Insured person with the intent to commit, or to aid or abet, any unlawful activity.

**Incidental business** means either:

- an activity that does not produce gross revenues in excess of €10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the policy period.
- farming that does not involve employment of others for more than 1,000 hours in total of farm work during the policy period, and does not produce more than €50,000 in gross annual revenues from the raising or care of animals or agriculture.
- Incidental business includes residences listed on the schedule that you own and rent to others regardless of the gross revenues received.

**Insured person** means:

- you or a family member; and
- any additional insured named in the policy schedule.

**Jewellery** means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals and costume jewellery. This also includes watches and set or unset gemstones.

**Landscaping** means your trees, lawn, shrubs, and other plants on the grounds of your residence.

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

**Loss of limb(s)** means:

- in the case of a lower limb, permanent physical severance at or above the ankle or permanent and total loss of use of an entire leg or foot; and
- in the case of an upper limb, permanent physical severance at or above the wrist or permanent and total loss of use of an entire hand or arm.

**Loss of sight** means permanent, total and irrecoverable loss of sight in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what you should see at 60 feet).

**Market value** means the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially similar.

**Misrepresentation** means any innocent, negligent or fraudulent answer(s) provided by the insured person to any response in the statement of fact.

**Motor** means any motorised land vehicle which is required by law to be licenced,

registered or covered by motor liability insurance. This includes self-propelled motor-homes, motorcycles and attached trailers.

**Mould** means any type or form of fungus, including but not limited to all forms of mould or mildew, and any mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by mould.

**Occurrence** means:

- a loss or an accident, which occurs during the policy period and results in personal injury or property damage; or
- an offence, including a series of related offences, committed during the policy period that results in personal injury or property damage.

**Other permanent structures** means any outdoor structures you own that are situated within the grounds of your home at a location listed in the schedule that are:

- not attached to your home; or
- any boundary walls attached to your home.

**Personal injury** means the following injuries, or death resulting from the following injuries:

- bodily injury;
- unlawful detention, false imprisonment or false arrest;

- shock, emotional distress, mental injury;
- invasion of privacy;
- defamation, libel or slander;
- malicious prosecution; or
- unlawful entry or eviction.

**Policy period** means the period of insurance shown in your schedule.

**Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste.

**Property damage** means actual physical harm to, destruction of, or loss of use of tangible property.

**Reconstruction cost** means the lesser of the amount at the time of the loss required to restore or repair a structure; or replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:

- fees payable to architects, surveyors and consulting engineers;
- the cost of complying with the building regulation of a government or local authority; and
- the cost of removing debris that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation

of land under or around a structure.

**Relative** means your partner, a parent, brother, sister, son, daughter, (including adopted or fostered children), grandparent, grandchild, step-parent, stepchild, stepbrother, stepsister or next of kin of you or your partner.

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

- any home, or other permanent structures and grounds that you own; or
- any other property you own or reside in.

**Statement of Fact** means a precise record of the answers and/or information of the insured person provided to each of the specific questions asked by us at the pre-contractual stage of a contract of insurance. This includes the information and/or answers to any proposal form previously supplied to the insured person including on previous proposal forms or renewal forms. In the event of any inconsistency in the insured person's responses to, or information previously supplied the most recent answers and information supplied in the statement of fact will take precedence.

**Temporary Let** means your property being lent, let or sublet for up to 60 days in any policy period.

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

**Terrorism** means the use of force or violence and/or the threat thereof committed for political, religious, or ideological purposes and with the intention to influence any government and/or to put the public or any section of the public in fear.

**Unoccupied** means not lived in for 60 consecutive days or not adequately furnished to be lived in normally.

**Waste** is materials to be disposed of, recycled, reconditioned, or reclaimed.

**Watercraft** means a boat or craft designed for use on or over water.

## Part II – Making a Claim

**We** are committed to providing the finest claims service in the industry. When a loss occurs, **we** aim to respond immediately with practical advice and assistance.

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction. **Our** telephones are manned 24 hours a day, 7 days a week.

**We** will not pay for any fees incurred in preparing or furthering any claim under this policy.

### Your Duties After an Occurrence or Incident

In the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy, or if **you** or any other **insured person** under this policy is sued in connection with an **occurrence** which may be covered under this policy, **you**, or an **insured person** (where applicable) must:

- a) give prompt notice to **us** or **your** intermediary of any incident that may result in any kind of claim under this policy.

Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **you** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;

- b) notify the local Garda station or relevant authority if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c) notify the credit card, bank card or card issuing company in case of loss under credit card cover;
- d) protect the property from further damage. If repairs to the property are required, **you** must:
  - make necessary repairs to protect the property; and
  - keep an accurate record of all repair expenses.

- e) If **you** have an **occurrence** that results in a partial loss to an insured property and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **reconstruction cost**;

- f) provide **us** with bills, receipts and related documents;
- g) as often as **we** require:
  - make available to **us** the damaged property for inspection;
  - provide **us** with records and documents **we** request; and
  - submit to separate examination under oath.
- h) provide **us** with the names and addresses of any known persons injured and any available witnesses;
- i) provide **us** with any legal documents and other documents which will help **us** defend **you**;

- j) assist and co-operate with **us** in the conduct of the defence by helping **us**:
  - to make settlement;
  - to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**;
  - to attend hearings and trials; and
  - to secure and give evidence and obtain the attendance of witnesses.
- k) in the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy under Part VI Family Legal, **you** must adhere to the conditions within Part VI Family Legal;
- l) in the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy under Part VIII Cyber, **you** must adhere to the conditions within Part VIII Cyber.

**You** will need to provide **your** name and **your** policy number at the time of reporting a potential claim. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

## Home & Contents, Collections and Liability

To make a claim under any of these sections of this policy please contact **your** insurance broker or agent.

Alternatively **you** can contact **us** directly as follows:

Telephone: 1800 151 617

Email: [apcclaims@aviva.ie](mailto:apcclaims@aviva.ie)

## Family Legal

The claims service for Part VI – Family Legal is administered by ARAG Legal Protection Limited, referred to as “**ARAG**”, on **our** behalf. **We** have chosen **ARAG** as claims administrator for this cover in view of their expertise and many years’ experience in dealing with legal expenses insurance claims for customers.

As soon as **you** are aware of a legal problem, **you** should get legal advice from the Legal Helpline on 0818 670 747 without delay. Please have **your** policy number to hand.

If **you** wish to make a claim the full details will need to be submitted in writing. **ARAG** will administer the claim on **our** behalf. If a solicitor is required to deal with **your** legal problem **ARAG** will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this

Section and they are required to comply with strict service standards set out by **ARAG**.

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, please phone **ARAG** on 01 670 7470 and they will send **you** a claim form. Confirmation of cover for **your** claim cannot be given over the phone. 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  
Email [claims@arag.ie](mailto:claims@arag.ie)

Once **you** have sent **ARAG** the details of **your** claim and if **ARAG** have accepted it, **ARAG** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **ARAG**. 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 **ARAG** have agreed. If **you** do, **we** will not pay the costs involved even if **ARAG** accept the claim.

## Your Personal Emergencies

To make a claim under any of these sections of this policy please contact **your** insurance broker or agent.

Alternatively **you** can contact **us** directly as follows:

Telephone: 1800 151 617

Email: [apcclaims@aviva.ie](mailto:apcclaims@aviva.ie)

## Cyber

The claims service for Part VIII Cyber is administered by HSB Engineering Insurance Limited herein after referred to as “**HSB**” on our behalf. **We** have chosen HSB as cyber claims administrator for this cover in view of their expertise and many years’ experience in dealing with cyber insurance claims for customers.

As soon as **you** are aware of a cyber issue, **you** should get advice from the cyber helpline on 1800 812 363 without delay. Please have **your** policy number to hand.

If **you** wish to make a claim the full details will need to be submitted in writing. HSB will administer the claim on **our** behalf. If a solicitor is required to deal with **your** cyber issue HSB will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply

with strict service standards set out by HSB.

When **you** make a claim, it is very important that **you** meet all the requirements of the policy, particularly Part VIII Cyber, Condition 1 (‘Reporting a Claim’). If **you** do not, **we** may not pay part or all **your** claim.

**You** must report **your** claim to either the person who arranged this insurance for **you** or to:

Claims Department  
HSB Engineering Insurance Limited  
28 Windsor Place  
Lower Pembroke Street  
Dublin 2  
1800 812 363  
Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)



## Part III – Home & Contents

### Basis of Cover

This policy covers **you** against all risks of physical loss or damage to **your home** and **other permanent structures** unless an exclusion applies. **Your contents** are covered against all risks of physical loss or damage anywhere in the world unless an exclusion applies. The exclusions are as outlined in the policy booklet and on **your** policy schedule.

### Payment of a Loss

#### 1. Cover for **your home**, tenant's improvements, and other permanent structures

This is the amount of cover for **your home**, **tenant's improvements**, and **other permanent structures**. The amount **we** will pay is shown in **your** schedule.

**Your** schedule indicates the payment basis:

##### a) Guaranteed rebuilding cost

This cover can be provided at **our** discretion if:

- i. one of **our** appraisers has calculated the rebuilding cost, or
- ii. **you** have provided to **us** a full independent high net worth building survey dated no more than three years prior to inception of **your** policy.

If the payment basis shown on **your** schedule is guaranteed rebuilding cost, **we** will pay the **reconstruction cost** of **your home**, **tenant's improvements** or **other permanent structures**, for each **occurrence**, even if this amount is greater than the sum insured shown on **your** schedule. However, **you** must repair or rebuild **your home** or **other permanent structures** at the same location. If not, the maximum payable is the sum insured shown for that location on the schedule

##### b) Rebuilding cost

If the payment basis shown on **your** schedule is rebuilding cost, **we** will pay the **reconstruction cost** of **your home**, **tenant's improvements** or **other permanent structures**, up to the sum insured shown for that location on **your** schedule, for each **occurrence**.

For a covered total loss **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your** schedule, for each **occurrence**, whether or not **you** actually rebuild **your home**, **tenant's improvements** or **other permanent structures**.

At each renewal **we** may adjust the amount insured for buildings and **contents** to account for the effects of inflation by a suitable amount as decided by **us**. At each renewal, the premium will be calculated on the adjusted amount insured.

##### c) Green Rebuilding Cost Cover

**We** will pay up to €5,000 for the installation of green building products, (as shown in the list 1-9 below), following a covered loss which is not deemed by **us** to be a total loss to **your home** or **other permanent structures**.

In the event of a total loss to **your home** or other permanent structures, **we** will pay up to €50,000 in addition to the guaranteed rebuilding cost or rebuilding cost agreed, whichever is applicable, to reconstruct **your home** with green building product(s). A green rebuilding product is one that **we** determine meets the industry recognised green standard for that product category attributed to one or more of the following:

- use of less energy, water and/or natural resources;
- creation of less waste; or
- providing a healthier environment for people living inside.

The categories for green building product(s) include, but are not limited to, the following:

1. Insulation and framing;
2. Paints, architectural coatings, primers, under coatings, adhesives, and sealants;
3. Carpet and flooring;
4. Permanently installed fixtures such as cabinets, counters and partitions;

5. Heating and cooling equipment;
6. Doors and windows;
7. Lighting systems;
8. Interior plumbing;
9. Exterior siding and roofing.

In addition **we** will pay:

- up to €5,000 for green consulting service(s) approved by **us**;
- up to €500 to reimburse **you** for the purchase of carbon offsets to neutralise increased emissions as the result of a covered loss. Proof of certification will be required;
- up to €25,000 for lost income generated from selling surplus energy back to the energy company and for extra expenses incurred to purchase replacement energy; and,
- up to 10% of the sum insured for **your home** if the **home** is not covered, 10% of the sum insured for the **contents** at the **residence** at which the covered loss occurs to **your** garden or **eco landscaping**, but no more than €2,500 for any one tree, shrub, or plant.

A total loss is when, at **our** discretion, a building is deemed to be beyond economical repair or reconstruction. Following a total loss settlement, any salvage shall become **our** property.

## 2. How your excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**. For specific situations, a special excess may apply, namely:

### a) Unoccupied home excess

If the **home** is **unoccupied** and **you** did not notify **us** an excess of 5% of the **home** sum insured will apply unless a higher excess already applies as shown in the schedule.

### b) Large loss excess waiver

The excess shown on **your** schedule will not apply in the event of a loss greater than €12,500. This waiver does not apply to the **unoccupied home** excess.

## 3. Outbuildings

Outbuildings are covered up to sum insured declared as displayed on **your** schedule.

## 4. Professional Fees & extra expenses

Professional fees and extra expenses are included in the buildings sum insured.

## 5. 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.

## 6. Additional Covers

- These covers are offered in addition to the sum insured shown on **your** schedule unless stated otherwise.

### a) Temporary Letting of Residence

**We** will pay for a covered loss whilst **your home** is being **temporarily let** (including Air B&B) for no more than 60 days in the **policy period** subject to the following exclusions:

- **We** do not cover loss or damage caused by accidental damage; accidental damage is damage that occurs suddenly as a result of an unexpected and non-deliberate action.
- **We** will not pay for any loss or damage caused directly or indirectly by theft or attempted theft, unless there is physical evidence of forced entry or exit from the **home** resulting from such theft or attempted theft.
- **We** will not pay for any loss or damage caused directly or indirectly by commercial activity, including but not limited to filming or any other business activity.

### b) Loss Of Rent

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

maximum period of three years from the date of loss or damage.

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

### c) Alternative Accommodation

If a covered loss makes **your residence** uninhabitable, **we** cover any reasonable increase in living expenses incurred by **you** to maintain **your** household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore **your residence** to a habitable condition or for **your** household to permanently locate elsewhere, up to a maximum of three years. This includes accommodation for **your** domestic pets and horses.

### d) Unlimited Trace & Access

**We** will pay the cost to remove and replace part of **your home** or other **permanent structure** in order to locate the source of escape of a leak from any fixed tanks, apparatus, pipes, or any fixed domestic heating installation.

**We** do not cover loss or damage to the heating or water system itself.

### e) Unlimited Loss of Metered Oil or Water

**We** will pay the cost of loss of oil or metered water that has escaped from **your** heating or water system at a **residence** listed in **your** schedule.

### f) Emergency Travel Expenses

If **you** need to make an urgent journey to the location of loss or damage covered by this policy to assist with police investigations; investigate the circumstances of the loss or damage, or take measures to prevent further loss or damage, **we** will reimburse **you** for **your** travel expenses. **We** will pay up to €10,000 in total for all claims in the period of insurance.

### g) Emergency Access to Home

**We** will pay up to €15,000 in total for loss or damage as a direct result of forcible entry to the **residence** to attend a medical emergency.

### h) Emergency Preventative Measures

**We** will pay up to €10,000 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

### i) Emergency Precautionary Repairs

After a loss covered by this policy, **we** will pay the emergency expenses **you** incur

for necessary repairs to protect **your residence** against further loss.

These payments do not increase the amount of **your** cover.

#### j) Forced Evacuation

If **you** are denied access to **your residence** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living for up to three years. **We** also cover any loss of rent for up to three years if **your residence** is rented to others.

**We do not cover any loss of rents due to termination of a lease or agreement.**

#### k) Emergency Power

If following a covered loss caused by storm or flood **your** house is without power for a period in excess of 24 hours, **we** will reimburse **you** for the reasonable cost **you** incurred, up to €1,000, to purchase a Generator system.

Generator system means a generator that can supply backup electricity to maintain essential services for **your** house or **other permanent structures** when there is a loss of electrical power.

#### l) Disability Alterations

**We** will pay up to €100,000 in total for alterations to **your home** to allow **you** or a **family member** to live unassisted following an accident, injury, or illness, resulting in a **loss of limb, loss of sight** or **loss of hearing**, which occurs during the **policy period**.

These payments do not increase the amount of **your** cover, and only apply in excess of any other insurance cover in force.

#### m) Trespass Protection

**We** will pay up to €50,000 to dispose of rubbish, litter or debris left by unlawful trespassing or fly tipping at **your residence**.

#### n) Garden and Landscaping

**We** will pay up to 10% of the sum insured for **your home** or, if the **home** is not covered, 10% of the sum insured for the **contents** at the **residence** at which the covered loss occurs to **your** garden or **landscaping**, but no more than €5,000 for any one tree, shrub or plant.

**We** will pay only for losses caused by:

- **aircraft**;
- fire, lightning or explosion;
- riot or civil commotion;
- earthquake;
- a vehicle not owned or operated by someone who lives at the **residence**; or
- theft, attempted theft, vandalism or malicious acts.

#### o) Land stabilisation, excavation, or replacement

In the event of a covered loss to **your home** or other **permanent structures** **we** will pay for required stabilisation, excavation, or replacement of land under or around **your home** or other **permanent structures**. **We** will pay up to 20% of the amount of a covered loss to **your home** or other **permanent structures** for this cover.

#### p) 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**.

#### q) Sale of Residence

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

This does not apply if the person **you** are selling to has arranged other insurance.

#### r) Memorial Plaques and Stones

**We** will pay up to €7,500 for loss or damage to a plaque or stone in memorial of a relative.

#### s) Unlimited Lock Replacement

**We** will cover the cost of replacement locks if **your** keys are lost or stolen.

#### t) Damage by Oil

**We** cover loss or damage to **your** house caused by the escape of oil from any fixed domestic heating installation at **your** house up to the sum insured shown for that location on **your** schedule.

**We** also cover the cost of clearing up contamination or pollution of land and/or water at **your** house caused by any sudden, unforeseen and identifiable oil leakage from a domestic oil installation at **your** house up to €100,000 in a **policy period**.

#### u) Water damage – detection and prevention

**We** will pay towards the cost of installing a water leak detection system in a building where **we** have paid a water leak claim exceeding €10,000.

**We** will pay up to €5,000 in total for all claims in the period of insurance for water leak detection systems. **You** will not be liable for any excess. **We** will pay towards the cost of installing a flood prevention system at a **residence** where **we** have paid a flood claim exceeding €50,000. **We** will pay up to €10,000 in total for all claims for flood prevention systems in the period of insurance. **You** will not be liable for any excess.

If **you** already had a water detection system installed in the affected building or a flood prevention system at the affected residence before the **occurrence**, **we** will not provide this additional cover.

#### v) Removal of Nests

**We** will pay up to €2,500 for the removal of wasp, bee, mouse, rat, or cockroach nests from **your** main dwelling.

#### w) Fly Tipping/Trespass

**We** will pay up to €50,000 to dispose of rubbish, litter or debris left by unlawful trespassing or fly tipping at **your** **residence**.

#### x) Fallen Trees Removal

**We** will pay up to a total of €2,500 in a **policy period** for the removal cost of trees felled by a storm where no loss or damage has occurred to **your** house or **other permanent structures** at a **residence** listed on **your** Policy Schedule.

#### y) Assessments

**We** will pay up to €50,000 per **occurrence** for **your** share of an assessment charged during the **policy period** to all the members of **your** tenants' association. The assessment must be as a result of a covered loss to property or as a result of liability that would be covered under this policy.

**We** will not pay more than €1,000 for any assessment that results from an excess in **your** tenants' association's insurance.

**Your** excess does not apply to this cover.

### Contents

#### Basis of Cover

**Your contents** are covered against all risks of physical loss or damage anywhere in the world unless an exclusion applies.

The exclusions are as outlined in the policy booklet and on **your** policy schedule.

### Payment of a Loss

#### 1. Cover Limit

**Your contents** are covered as 50% of buildings sum insured automatically unless stated otherwise in **your** policy schedule.

**Your** schedule indicates the payment basis:

##### a) Guaranteed replacement cover

This cover can be provided at **our** discretion if:

- one of **our** appraisers has assessed the value of **contents** at the property, or
- **you** have provided to **us** a full independent high net worth **contents** appraisal dated no more than three years prior to inception of **your** policy

If the payment basis shown on **your** schedule is guaranteed replacement cost, **we** will pay the cost of replacing **your contents**, for each **occurrence**, even if this amount is greater than the sum insured shown on **your** schedule.

Where an appraisal has been conducted **we** may change the sum insured shown on **your** schedule to reflect current costs and values. **We** may adjust the premium to reflect these changes.

##### b) Replacement cover

The most **we** will pay for a covered loss is the lesser of the amount required to repair

the damage or the full cost to replace the **contents** without deduction for depreciation, up to the sum insured shown on the schedule.

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the Retail Price Index from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine.

#### 2. How **your** excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**. For specific situations, a special excess may apply, namely:

##### a) Unoccupied home excess

If the **home** is **unoccupied** and **you** did not notify **us** an excess of 5% of the **home** sum insured will apply unless a higher excess already applies as shown in the schedule.

##### b) Large Loss Excess Waiver

The excess shown on **your** schedule will not apply in the event of a loss greater than €12,500. This waiver does not apply to the **unoccupied home** excess.

#### 3. Special Limits of Liability

The limit shown for each of the following categories is the maximum **we** will pay for a covered loss to that type of **contents**. These special limits apply per **occurrence**

and do not increase the amount of cover for **your contents** or for any item covered elsewhere in this policy except for **jewellery** where the maximum limit below is in addition to the cover provided in under **collections**:

- money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum bullion or ingots - €12,500
- personal documents - €12,500
- sailboards, surfboards, rowing boats and dinghies, including their accessories €12,500
- Trailers and Caravans - €12,500
- **Fine Art** - €100,000 (single article limit - €50,000)
- **Jewellery**, Furs, Stamps, Coins, Medals, Guns, Precious Metals, Wine - €10,000
- negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets - €10,000

**We** will pay up to the amount shown in **your** schedule for each **occurrence** for **contents** in the following categories:

Crystal, china, porcelains, figurines, statues, sculptures, mirrors, wine bottles, glassware, and similar items

Any loss caused by breakage will be limited to €100,000. This special limit does not increase the amount of cover for **your contents** or for any item covered elsewhere in the policy.

#### 4. Vehicles

**We** will pay up to €10,000 for vehicle accessories and equipment.

**We** will only cover a loss if at the time of the loss these items are not inside the vehicle or attached to the vehicle.

**We** will cover quad bikes, golf buggies and motorbikes under 51cc up to the **contents** sum insured shown on the policy schedule.

**We** will only cover a loss if the vehicles are not required by law to be licenced, registered or covered by motor liability insurance.

#### 5. Additional Covers

##### a) Student Possessions

**We** will pay up to the sum insured for **contents** shown in **your** schedule in respect of loss or damage to a **family member's** possessions whilst living away from **home** in full time education.

##### b) Items in Storage

**We** will pay for a covered loss to **your contents** stored in a commercial storage unit.

The most **we** will pay is 10% of the contents sum insured shown on **your** schedule.

##### c) Items at a Residence Not Listed

**We** will pay for a covered loss to **your contents** kept at a **residence you** own not listed on the schedule.

The most **we** will pay is 10% of the **contents** sum insured shown on **your** schedule.

##### d) Newly Acquired Items

**We** cover **your** newly acquired **contents** for 25% of the highest amount of **contents** cover as listed on **your** schedule.

**You** must request cover for the newly acquired **contents** within 90 days after **you** acquire them and pay **us** the additional premium from the date acquired.

**We** reserve the right, at **our** discretion, not to insure the newly acquired **contents** if cover has not been requested for such **contents** within 90 days.

##### e) Property of Domestic Employees/ Guests

**We** cover the personal property of **your domestic employees** and guests while it is on the premises of any **residence** listed on the schedule.

**We** do not cover **jewellery** or money owned by **your domestic employees** and guests. Items covered by any other insurance are excluded.

These payments do not increase the amount of **your** cover and only apply in excess of any other insurance cover in force.

##### f) Relatives in Care Contents

**We** will pay up to the **contents** sum insured for a covered loss to items owned by **your** parents and/or grandparents occurring in the care or nursing home where they reside.

This cover only applies in excess of any other insurance cover in force.

##### g) Construction Materials for Building Works

**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 €250,000 for each **occurrence**.

##### h) Marquees

**We** will pay up to €50,000 in respect of loss or damage to a temporarily hired marquee and equipment that **you** are responsible for while it is at a location shown in **your** schedule unless it is insured elsewhere.



#### i) Event Cancellation

**We** will pay up to €50,000 per **policy period** for expenditure which cannot be recovered following the unavoidable cancellation of a personal non-profit making social gathering due to a sudden or accidental event beyond **your** control which is due to take place at **your residence**.

#### j) Business Equipment and Stock

**We** will pay up to €100,000 in total for a covered loss to **business equipment** at a **residence** listed on the schedule and up to €20,000 in total for a covered loss to stock **you** own or lease at a **residence** listed on the schedule.

#### k) Data Replacement

**We** will pay up to €15,000 in total for the retrieval or replacement of lost personal or **business** data as a result of a covered loss to a personal computer, portable computing device, digital audio and/or visual device or software that **you** own or lease.

#### l) Security Upgrade

**We** will pay up to €15,000 to upgrade the security systems including alarms and locks following an **aggravated burglary occurrence** at **your home** that results in a valid claim under this policy.

#### m) Fatal Injury

**We** will pay up to €100,000 in total for fatal injury by fire, lightning, **aircraft**, explosion, or physical assault to **you** at the **residence**, should **you** die within twelve months of the event. The event must be the sole or predominant attributable cause of death.

#### n) Reward

At **our** discretion, and only as allowed by any applicable law, **we** will pay a reward of up to €25,000 for information leading to a criminal conviction of anyone who committed an illegal act which resulted in a payment under this policy.

**We** will not pay any rewards to **you**, a close relation, or the police or other authority.

#### o) Garden and Landscaping Machinery and Equipment

**We** will pay the market value, up to a maximum of €50,000 for any one item in respect of loss or damage to garden and **landscaping** machinery or equipment.

#### p) Food Spoilage/Fridges and Freezer

**We** cover loss of food caused by spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, or due to the mechanical breakdown of refrigeration equipment at any **residence you** live at or own.

These payments do not increase the sum insured for **contents**.

#### q) Damage by Domestic Pets

**We** will pay up to €5,000 per **policy period** for damage caused by domestic pets due to chewing, scratching, tearing, or fouling. **You** are liable to pay any relevant excess shown on **your** schedule per individual **occurrence**.

#### r) Student Fees

**We** will pay up to a maximum of €25,000 per **occurrence** in respect of the reimbursement of non-refundable tuition fees, examination fees and/or accommodation fees that **you** have paid or are legally obliged to pay if the **family member** attending the course is forced to cancel or curtail as a result of them being:

- fatally injured; or
- advised by a doctor or mental health professional not to attend the course due to their diagnosis of a sudden and unforeseen accident or long-term illness.

## Exclusions to Part III – Home & Contents Section

The following exclusions apply to Part III – Home & Contents section of **your** policy:

### Aircraft

**We** do not cover any loss or damage to **aircraft** or **aircraft** parts.

### Business property

**We** do not cover any loss or damage to business property unless it is **business equipment** and stock covered as an Additional Cover under the Part III – Home & Contents; Additional Covers section of this policy.

### Confiscation

**We** do not cover any loss or damage caused by the destruction, confiscation or seizure of **your** property by any government or public authority.

### Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### Dishonest acts

**We** do not cover any loss or damage caused by any dishonest or criminal

act by, or at the direction of, **you** or a **family member**.

### Existing damage

**We** do not cover any loss or damage which occurred prior to the **policy period**.

### Erosion

**We** do not cover any loss or damage caused by coastal or river erosion.

### Faulty, inadequate, or defective planning

**We** do not cover any loss or damage caused by faulty, inadequate or defective:

- planning, development, surveying, siting;
- design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- materials used in repair, construction, renovation or remodelling; or
- maintenance of part or all of any property whether on or away from the **residence**. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### Freezing water

**We** do not cover any loss or damage caused by water freezing in a plumbing, heating or air conditioning system or household appliance if **your home** or a habitable **other permanent structure** is **unoccupied** for longer than 60 consecutive days, under renovation or being constructed, unless **you** used reasonable care to maintain heat at a reasonable level in **your home** or **other permanent structure**, or shut off and drained the water from the system or appliance.

### Frost

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

### Goods and Services

**We** do not cover loss caused by **you** not receiving goods and services **you** have paid for.

### Gradual operating causes or deterioration, breakdown, wear and tear

**We** do not cover any loss or damage caused by gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust or other corrosion, wet or dry rot, aridity, dampness or temperature extremes. However, this exclusion does not apply to ensuing

covered loss unless another exclusion applies.

### Intentional acts

**We** do not cover any loss or damage deliberately caused by **you** or a **family member**.

### Loss by rodents, insects or vermin

**We** do not cover any loss or damage caused by rodents, insects, or vermin (squirrels excepted).

However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### Loss or damage to animals, birds, or fish

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

### Misappropriation

**We** do not cover any loss or damage caused by the taking or other misappropriation of **contents** from **you** or a **family member** by **you** or a **family member**.

### Motorised land vehicles

**We** do not cover any loss or damage to motorised land vehicles.

However, this exclusion does not apply to loss or damage to vehicles that are not required by law to be licenced,

registered or covered by motor liability insurance, and which are:

- used to service any **residence you** own or live at;
- designed to assist the disabled; or
- designed for recreational use off public roads.

#### Mould

**We** do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**. However, this exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

#### Nuclear hazard

**We** do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

#### Pollution or contamination

**We** do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration, or release or escape of pollutants. **We** do not cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation.

#### Radioactive, chemical, or biological contamination

**We** do not cover any loss or damage, directly or indirectly caused by:

- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive, or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- the use of a chemical or biological weapon.

#### Renovations and repairs

**We** do not cover loss or damage caused by renovating, refinishing, cleaning or

repairing any kind of **contents**.

#### Subsidence, heave or landslip

**We** do not cover any loss or damage to land, patios, terraces, swimming pools, ponds, water features, tennis courts, footpaths, pavements, driveways, bridges, retaining walls, boundary walls, garden walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave, or landslip unless the main dwelling also sustains a covered loss or damage at the same time by the same event.

**We** do not cover any loss or damage caused by the movement of solid floor slabs unless the foundations beneath the exterior walls of **your home** are also damaged at the same time by the same event.

#### Structural movement

**We** do not cover any loss or damage caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip.

#### Temperature or dampness

**We** do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere,

or water vapour to **your** home, other permanent structures or contents.

However, this exclusion does not apply to loss or damage caused directly by rain, sleet, snow, or hail.

#### Tenant's property

**We** do not cover any loss or damage to property of lodgers, boarders, or other tenants.

#### Terrorism

**We** do not cover loss caused by an act of **terrorism** when directly or indirectly involving the utilisation of a biological, chemical, or nuclear weapon.

#### Unsuitable transportation and packing

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

#### War or similar risks

**We** do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.



### Watercraft

**We** do not cover any **watercraft** other than those described under Section B Payment of Loss No. 5. Special Limits of Liability. In addition, **we** do not cover any loss or damage caused by the stranding, swamping or sinking of a covered **watercraft**, its trailer or outboard engine.

We also do not cover any loss caused by collision of a covered **watercraft** other than collision with a land vehicle unless another exclusion applies.

### Wind or storm

**We** do not cover any loss or damage to any fence, gate, bridge, pier, wharf or deck caused by wind or storm. However, this exclusion does not apply to loss or damage to any fence, gate, bridge, pier, wharf, or deck caused by falling trees.

# Part IV - Collections

## Basis of Cover

This part of **your** policy covers **you** against all risks of direct physical loss or damage to **collections** anywhere in the world unless stated otherwise in the policy or an exclusion applies. The exclusions are as outlined in the policy booklet and on **your** policy schedule. The sum insured for each category of **collections**, and for each scheduled item, is shown in **your** schedule.

## Payment of a Loss

### Payment for specified items and unspecified items

#### a) Specified items

##### i. Total loss

For a covered loss to an item listed in **your** schedule of items, **we** shall pay the sum insured for that item if it is lost or damaged beyond repair.

##### ii. Partial loss

If only part of the specified item is lost or damaged, **we** shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the item is less than its

**market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that item.

#### b) Unspecified items

**We** shall pay the amount required to restore or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **collections** with unspecified cover as shown in the schedule. If after the restoration the **market value** of the item is less than its **market value** immediately prior to the loss, **we** shall pay the difference. **We** will not pay more than the single article limit as shown in **your** schedule.

#### Payment for a pair or set

For a covered loss to a pair or set, **you** may elect to:

- repair or replace any part to restore the pair or set to its value before the loss;
- be paid the difference between **market value** of the item(s) before and after the loss; or
- be paid the sum insured if specified, or the **market value** if unspecified, of the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set.

In no event shall payment exceed the sum insured for that pair or set or the

unspecified single article limit as shown in **your** schedule.

#### How your excess applies

The excess shown on the schedule is the amount of a covered loss **you** will pay for each **occurrence**.

For certain categories an excess may apply. This will be shown on **your** schedule for each category to which it applies, however the excess shown on **your** schedule will not apply in the event of a covered loss greater than €15,000 per **occurrence**

#### Single Article Limits

Listed below are the single item limits for collection items:

- **Jewellery** - €30,000
- **Fine Art** - €50,000
- All other **collections** - €50,000

#### Additional Covers

##### 1. Death of Artist

**We** will pay up to 200% of the insured value of any specified **fine art** item, up to a maximum of €150,000 within the immediate 12 months following the death of the artist.

**We** will only cover a loss if **you** can produce a purchase receipt or an independent professional valuation no more than 3 years old at the time of loss or damage.

##### 2. Defective Title

**We** will pay the amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:

- unforeseen discovery of the vendor's defective or lack of title to the purchased item by **you**; or
- any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.
- **We** will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

**We** will only cover a loss if both the purchase and any relevant claim are made during the **policy period**.

**We** will pay up to €200,000 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 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 inception 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.

### 3. Works in Progress

**We** will cover the cost of material and contracted labour that **you** incur if **you** have commissioned items of **fine art** but they cannot be completed because:

- the artist has died during the period of insurance, or

- there is loss to the work **you** have commissioned during the period of insurance.

**We** will pay up to €150,000 in total for all claims in the period of insurance but **we** will not pay more than **you** are legally liable to pay and cannot recover.

**We** will not provide cover unless **you** provide evidence of **your** costs or expenses.

### 4. Newly Acquired Items

**We** cover **your** newly acquired **collections** provided **you** already have a sum insured shown on **your** schedule in the category that the newly acquired item(s) would be insured under.

The most **we** will pay is 30% of the sum insured for the category as shown in the schedule for a covered loss.

For appropriate cover under this policy, **you** must request cover for all newly acquired items(s) within the first 90 days after **your** acquisition and pay any additional premium from the date acquired.

**We** reserve the right not to insure the newly acquired items(s) once 90 days after the acquisition of such items have elapsed.

### 5. Market Appreciation

#### i. Total loss

In the event of a total loss to a specified item, **we** will pay the amount of specified cover for that item.

However, if the **market value** of the specified item immediately before the loss exceeds the amount of specified cover for that item, **we** will pay its **market value** up to 150% of the amount scheduled.

**We** will only pay this where **you** can provide a purchase receipt or independent professional valuation which is not more than 3 years old at the time of the **occurrence**. The maximum **we** will pay in any one loss is 150% of the amount scheduled for the individual item or the total sum insured of specified items for each class of **collections** as listed on the schedule, whichever is less.

#### ii. Partial loss

If only part of the scheduled item is lost or damaged, **we** shall pay the lesser of:

- The full amount to restore the item to its condition immediately before the loss; or
- The amount of scheduled cover for that item.

However, if the **market value** of the scheduled item immediately before the loss exceeds the amount of scheduled

cover for that item or the **market value** of the item after restoration, **we** will pay its **market value**, up to 150% of the amount scheduled. The most **we** will pay in any one loss is the policy limit per class.

**We** will only pay this where **you** can provide a purchase receipt or independent professional valuation which is not more than 3 years old at the time of the **occurrence**.

### 6. Jewellery in the Bank

**We** will pay for loss or damage to specified **jewellery** described in the schedule as **Jewellery** in Bank whilst temporarily removed from the bank.

This cover applies up to a maximum of 30 days during any one policy period. The most **we** will pay for **jewellery** temporarily removed from the bank is €100,000.

### 7. Items on Loan

**We** will pay up to a maximum of €250,000 per **occurrence** for **collections** that are loaned to **you**.

Items are covered up to a maximum of 30 days from the commencement of the loan provided that **you** already have a sum insured shown on **your** schedule in the category that the item would be insured under.

## Exclusions applying to Part IV - Collections section

### 8. Wine

If wine is covered under specified valuables, **we** will cover the reduction in resale value of that wine due to:

- labels being washed off or made illegible by flood or water damage;
- a failed air-conditioning / chiller system; or
- spoiling due to climate control system failure.

### 9. Damage by Domestic Pets

**We** will pay up to €5,000 per **policy period** for damage caused by domestic pets due to chewing, scratching, tearing, or fouling. **You** are liable to pay any relevant excess shown on **your** schedule per individual **occurrence**.

The following exclusions apply to Part IV – **Collections** section of **your** policy:

#### 1. Confiscation

**We** do not cover any loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

#### 2. Dishonest acts

**We** do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

#### 3. Existing damage

**We** do not cover any loss or damage which occurred prior to the **policy period**.

#### 4. Gradual operating causes or deterioration, breakdown, wear and tear

**We** do not cover any loss or damage caused by gradually operating causes such as wear and tear, deterioration, inherent vice, latent defect, mechanical or electrical breakdown, warping or shrinkage, rust, or other corrosion, wet or dry rot, aridity, dampness or temperature extremes. However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 5. Loss by rodents, insects or vermin

**We** do not cover any loss or damage caused by rodents, insects or vermin (squirrels excepted). However, this exclusion does not apply to ensuing covered loss unless another exclusion applies.

### 6. Jewellery in the safe

**We** do not cover any loss to specified **jewellery** described in the schedule as **jewellery** in Safe while these items are out of a locked safe or locked strong room located within the residence, unless we agree in advance that **we** will cover them.

### 7. Intentional acts

**We** do not cover any loss or damage deliberately caused by **you** or a **family member**.

### 8. Misappropriation

**We** do not cover any loss or damage caused by the taking or other misappropriation of collections from **you** or a **family member** by **you** or a **family member**.

### 9. Mould

**We** do not cover any loss or damage caused by the presence of **mould**, however caused, or any loss or damage caused by **mould**. However, this

exclusion does not apply to loss or damage caused by the presence of **mould** resulting from fire or lightning unless another exclusion applies.

### 10. Nuclear hazard

**We** do not cover any loss or damage caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, this exclusion does not apply to ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### 11. Radioactive, chemical, or biological contamination

**We** do not cover any loss or damage, directly or indirectly caused by:

- radioactivity or ionising radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel;
- the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
- the use of a chemical or biological weapon.

## 12. Repair and restoration

**We** do not cover any loss or damage to collections caused by or resulting from repair, restoration or retouching commissioned by **you**.

## 13. Stamps and coins

**We** do not cover any loss to stamps or coins caused by:

- fading, creasing, handling, denting, scratching, tearing, thinning, colour transfer, aridity, dampness, or extreme temperature; or
- handling or being worked on.

## 14. Unsuitable transportation and packing

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

## 15. Use

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

- held or used for any trade, business, or profession
- caused during use other than as part of a collection

## 16. War or similar risks

**We** do not cover any loss or damage, directly or indirectly caused by any war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, or military force. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

## 17. Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## 18. 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.

# Part V - Liability

## Basis of Cover

**We** will pay **damages** an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies. The exclusions are as outlined in the policy booklet and on **your** policy schedule.

## Payment of a loss

The most **we** will pay for all claims for **personal injury** and **property damage** as a result of any one **occurrence** is €10,000,000. This insurance applies separately to each **insured person** against whom a claim is made, or lawsuit is brought, but **we** will not pay more than the limit shown in **your** schedule for any single **occurrence** regardless of the number of **insured persons**, claims made, or persons injured.

Payments under Defence Cover, except any settlement payment, are in addition to the liability sum insured shown in **your** schedule.

## Defence Cover

**We** will pay the legal defence costs and legal expenses incurred by an **insured person** with **our** prior written consent. In jurisdictions where **we** may be prevented from defending an **insured person** for a

covered loss because of local laws or other reasons.

**We** will pay only those legal defence expenses incurred with **our** prior written consent for the **insured person's** defence.

**Our** duty to pay the defence costs and legal expenses of any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in **damages** for that **occurrence** equals the liability cover limit shown on the schedule of this policy.

## Additional Covers

### 1. Employers Liability

**We** will pay **damages you** are legally obliged to pay to **domestic employees** for injury, sickness, disease, or death arising from an accident up to €10,000,000.

The accident must arise from **domestic duties** the **domestic employee** undertakes whilst in **your** employment at a residence listed on **your** schedule or while on a temporary trip with **you** to another location.

**We** will not cover **damages you** are legally obliged to pay for **domestic employees** who have been in the United States of America or Canada for more than 90 days in total during the **policy period**.

**We** may pay defence costs and legal expenses incurred by **you** with **our** prior written consent. The most **we** will pay is the domestic employers liability cover limit shown in **your** schedule.

### 2. Credit Card Forgery and Counterfeit

**We** will pay up to a total of €50,000 for:

- a) any amount **you** or a **family member** are legally obligated to pay resulting from:
  - theft or loss of a bank card or credit card issued in **your** or a **family members** name; or
  - loss caused by forgery or alteration of any cheque or negotiable document.
  - A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.
- b) loss caused by accepting in good faith any counterfeit paper currency. These payments are in excess of any other insurance cover in force.

### 3. Identity Fraud

**We** will pay up to €50,000 in total for an **insured person's** identity fraud expenses for each **identity fraud occurrence** during the **policy period**.

**Identity fraud** expenses means:

- a) costs for notarising fraud affidavits (written statements sworn on oath) or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarised;
- b) costs for registered mail to police, credit agencies, financial institutions or similar credit grantors;
- c) lost wages as a result of time taken off from work to meet with, or talk to An Garda Síochána/and or relevant authority, credit agencies and/or legal counsel or to complete fraud affidavits, up to a maximum payment of €300 per week for a maximum period of four weeks;
- d) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;
- e) reasonable legal fees incurred, with **our** prior consent, for:
  - defence of lawsuits brought against the **insured person** by merchants or their collection agencies;
  - the removal of any criminal or civil judgements wrongly entered against an insured person; and

- challenging the accuracy or completeness of any information in a consumer credit report.

f) charges incurred for long distance telephone calls to merchants, police, financial institutions or similar credit grantors or credit agencies to report or discuss an actual **identity fraud**.

At **your** option:

**we** will pay the cost to implement a fraud resolution plan to resolve civil or criminal judgments wrongly entered against **you** or an **insured person** and remove all fraudulent entries from **your** credit report. **You** may choose an identity theft restoration service from a panel of firms selected by **us**. If a service is not available in **your** area, **we** reserve the right to select the **identity theft** restoration service; or

a) **we** will reimburse **you** for **identity fraud** expenses incurred as the direct result of each **identity fraud occurrence**.

**We do not cover:**

- loss arising out of business pursuits of any **insured person**;
- expenses incurred due to any fraudulent, dishonest or criminal act by an **insured person** or any person acting in concert with an **insured person**, or by any authorised representative of an **insured person** whether acting alone or in collusion with others; or

- loss other than expenses.

This cover does not apply to loss or damage covered under Part V – Liability; Additional Covers, 2. Credit cards, forgery, and counterfeit.

These payments are in excess of any other insurance cover in force.

#### 4. Sponsorship Cover

**We** will pay up to €2,000 to **your** chosen registered charity if **you** or a **family member** is unable to participate in a related sponsored event as scheduled due to unforeseen illness or injury which is confirmed to **us** in writing by a doctor. **Your** excess does not apply to this cover.

#### 5. Golf Cover

**We** provide cover for **you** or a **family member** for the following additional expenses incurred whilst playing golf or participating in activities at a golf club unless otherwise stated or an exclusion applies. This cover applies worldwide.

a) Third party damage

**We** cover all property damage caused by an **insured person** to property owned by others, irrespective of legal liability.

b) Personal accident

In the event that **you** or a family member suffers **bodily injury** whilst playing golf, which results in death, or **loss of limb(s)** or **loss of sight**, **we** will pay **you** or a **family**

**member** €10,000. In the event of a death, this benefit will be paid to the estate.

**We** will not pay more than €10,000 for any one **occurrence** and the death or **loss of limb(s)** or **loss of sight** must occur within twelve (12) months of the date of the **occurrence**.

c) Hole in one

**We** will pay up to €2,500 for expenses incurred as a result of a ‘hole-in-one’ achieved by **you** or a **family member** during an official competition round. Official certification from **your** club or the competition secretary must be submitted as proof in the event of a claim.

#### 6. Uninsured or Underinsured Motorist

**We** cover up to €30,000 for damages an **insured person** is legally obligated to receive for **bodily injury** from the operator or owner of an uninsured or underinsured **motor** car caused by an **occurrence** during the **policy period** in the United States or Canada.

An uninsured or underinsured **motor** car means a motorised land vehicle that:

- does not have an applicable **bodily injury** liability insurance policy or bond;
- has an applicable **bodily injury** liability insurance policy or bond that is less than the minimum specified by the applicable law in the US or Canada where the **occurrence** arose;
- is a hit and run vehicle whose operator cannot be identified; or

- has an applicable **bodily injury** liability insurance policy or bond but the issuing or insuring company denies cover or becomes insolvent.

The hired or borrowed **motor** car cover payments are in excess of any other insurance cover in force.

#### 7. Reversal of Damages

**We** will pay up to the liability limit shown in **your** schedule for **damages** and assessed costs which have been awarded to **you** or a **family member**, but which have not been paid within 3 months of the date of the award for;

accidental **bodily injury**; or

accidental loss or damage to property

Provided that:

- the **damages** awarded were not in respect of an incident arising out of **your** profession, occupation or **business**;
- **you** would have been covered by this policy if **you** were in the position of the person, **you** are claiming **damages** against; and
- there is no appeal in progress.

This cover only applies if the **damages** are awarded by a court in the European Union.



## Exclusions applying to Part V – Liability section

This policy does not provide cover for liability, defence costs or any other cost or expense for:

### Aircraft

**Personal injury or property damage** arising out of the ownership, maintenance, use, loading, unloading, or towing of any **aircraft** or the use of unmanned drones that are guided remotely.

### 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 pursuits

**Personal injury or property damage** arising out of an **insured person's** **business** pursuits, investment activity or any activity intended to generate a profit.

However, this exclusion does not apply to:

- voluntary work for an organised and registered charitable, religious or community group; or
- **incidental business** activity.

### Care, custody, or control

**Property damage** to property owned by, or in the custody, care or control of, an **insured person**.

### Contractual liability

**Personal injury or property damage** arising from contracts or agreements, whether written or unwritten, unless liability would have existed without the contract or agreement.

### Directors' errors or omissions

**Personal injury or property damage** arising out of any **insured person's** acts, errors or omissions as an officer or member of the board of directors of any corporation or organisation. This exclusion does not apply to **bodily injury** or **property damage** arising out of an **insured person's** actions for a non-profit making corporation or organisation unless another exclusion applies.

### Discrimination

**Personal injury** 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 guarantee

**We** do not cover any home used as an **insured person's** guarantee of financial performance of any organisation, insured person or other individual.

### Intentional acts

**Personal injury or property damage** resulting from any criminal, wilful, intentional or malicious act or omission by an insured person. **We** also will not cover claims for acts or omissions of an **insured person** which are intended to result in, or would be expected by a reasonable person to cause, **property damage** or **personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended. However, this exclusion does not apply to **bodily injury** if the insured person acted with reasonable force to protect any person or property.

### Insured person

**Personal injury** to an **insured person** under this policy.

### Mould

**Personal injury or property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mould**. However, this exclusion does not apply to **personal injury or property damage** arising out of **mould** that is, is on, or is contained in, a good or product intended for consumption.

### Motorised land vehicles

**Personal injury or property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle. This exclusion does not apply to the following provided that they are not required by law to be licenced, registered or covered by motor liability insurance :

- golf buggies;
- quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the schedule;
- garden equipment used for domestic purposes;
- a motorised land vehicle laid up at **your** residence; or
- a vehicle for use by a disabled person that does not require



registration for the road; unless being used for or in connection with racing or time trials.

### Nuclear hazard

#### **Personal injury or property damage**

caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

### Professional services

#### **Personal injury or property damage**

arising out of an **insured person's** performing or failure to perform professional services for which any **insured person** is legally responsible or licensed.

### Sexual molestation or corporal punishment

**Personal injury** arising out of any actual, alleged or threatened:

- sexual molestation, misconduct or harassment;
- corporal punishment; or
- sexual, physical or mental abuse.

### Transmittable diseases

**Personal injury** resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or

unintentionally by an **insured person** to anyone. **We** do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

### War

#### **Bodily injury or property damage**

caused directly or indirectly by war, including the following and any consequence of the following:

- undeclared war, civil war, insurrection, rebellion, or revolution;
- warlike acts by a military force or military personnel; or
- the destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

### Watercraft

#### **Personal injury or property damage**

arising out of the ownership, maintenance, use, operation, loading or unloading of any **watercraft** that is twenty-six (26) feet or more in length or twenty-five (25) or more horsepower and which is owned by **you** or a **family member** or lent or rented to **you** or a **family member** for longer than thirty (30) days.

### Wind powered land vehicles

#### **Personal injury or property damage**

arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

### Wrongful termination

**Personal injury** arising out of wrongful termination of employment.

### Liability in the United States of America and Canada

**We** will not cover **your** liability for accidents and events which happen in the United States of America or Canada if **you** have been in either of those countries for more than 90 days in total during the period of insurance.

### Cyber exclusion

In no case shall **we** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### Unlicensed firearms

**We** do not cover any damages arising out of the ownership, possession or usage of any unlicensed firearm.

## Part VI - Family Legal

The claims service for this section of the policy is administered by ARAG Legal Protection Limited, referred to as “**ARAG**”, on **our** behalf. **We** have chosen **ARAG** as claims administrator for this cover in view of their expertise and many years’ experience in dealing with legal expenses insurance claims for customers.

As soon as **you** are aware of a legal problem, **you** should get legal advice from the Legal Helpline on 0818 670 747 without delay.

Please have **your** policy number to hand.

If **you** wish to make a claim the full details will need to be submitted in writing. **ARAG** will administer the claim on **our** behalf. If a solicitor is required to deal with **your** legal problem **ARAG** will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this section and they are required to comply with strict service standards set out by **ARAG**.

If **you** wish to speak to **ARAG**'s legal teams about a personal legal problem, please call on 0818 670 747. **ARAG** will ask **you** about **your** legal issue and, if necessary, call **you** back to give legal advice.

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, please phone **ARAG** on

01 670 7470 and they will send **you** a claim form. Confirmation of cover for **your** claim cannot be given over the phone. 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  
Email [claims@arag.ie](mailto:claims@arag.ie)

Once **you** have sent **ARAG** the details of **your** claim and if **ARAG** have accepted it, **ARAG** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **ARAG**. 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 **ARAG** has agreed. If **you** do, **we** will not pay the costs involved.

### Special Definitions (in addition to the policy definitions)

The definitions below apply only to Part VI – Family Legal, and where the same words are defined elsewhere in this policy, these special definitions apply.

**Appointed representative** means the **preferred law firm**, law firm, accountant or other suitably qualified person **ARAG** will

appoint to act on **your** behalf under this section.

**ARAG** means ARAG Legal Protection Limited who is authorised to administer claims in relation to this insurance on behalf of the **insurer**, Aviva Insurance Ireland DAC.

**Costs and expenses** means:

- all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **ARAG** in accordance with the **Family Legal Standard Terms**;
- all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **ARAG** on a party/ party basis;
- the costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with the agreement of **ARAG**;
- 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.

**Countries covered** means:

for insured incidents; 'Contract disputes' and 'Bodily injury':

- The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

for all other insured incidents:

- The Republic of Ireland.

**Date of occurrence** means the following:

- for civil cases (other than under the insured incident; '**Tax protection**'), the date of the event that 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, the date **you** began, or are alleged to have begun, to break the law;
- for insured incident; '**Tax protection**' the date when the Revenue Commissioners first notifies **you** in writing of its intention to make an enquiry.

**Family Legal Standard Terms** 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.

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

**Personal Injuries Assessment Board (PIAB)** means an independent state body which assesses **personal injury** compensation.

**Preferred law firm** means a law firm that **ARAG** choose to provide legal services or

other services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with agreed service standard levels which **ARAG** audit regularly. They are appointed according to the **Family Legal Standard Terms**.

**Reasonable prospects** means that:

- for civil cases the prospects that **you** will recover losses or **damages** (or obtain any other legal remedy that **ARAG** have agreed to, including an enforcement of judgment), or make a successful defence must be at least 51%. **ARAG**, or a **preferred law firm** acting on **ARAG's** 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%.

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

**You, your** means the person who has taken out this section of the policy (the policyholder) and any member of their family who always lives with them. Anyone claiming under this section of the policy must have the policyholder's agreement to claim.

## Basis of Cover

**We** agree to provide the insurance described in this section of the policy for **you** in return for payment of the premium and subject to the terms, conditions, exclusions, and limitations set out in this section and the schedule, provided that:

- **reasonable prospects** exist for the duration of the claim;
- the **date of occurrence** of the insured incident is during the **policy period**;
- any legal proceedings will be dealt with by a court, or other body which **ARAG** agree to, within the **countries covered**; and
- the insured incident happens within the **countries covered**.

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

- the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000;
- the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently €150 per

hour. This amount may vary from time to time;

- in respect of an appeal or the defence of an appeal, **you** must tell **ARAG** within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **ARAG** must agree that **reasonable prospects** exist;
- for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **ARAG** must agree that **reasonable prospects** exist;
- where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **damages**, the most **we** will pay in **costs and expenses** is the value of the likely award;
- in respect of insured incident; '**Bodily injury**'; **we** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.

What **we** will not pay:

- in the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **Family Legal Standard Terms**, and these will not be paid by **us**.

# Insured Incidents

What is covered:	What is not covered:
<p><b>Employment disputes</b></p> <p>ARAG will negotiate for <b>your</b> legal rights in a dispute relating to <b>your</b> contract of employment or future employment.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• employer's disciplinary hearings or internal grievance procedures;</li> <li>• any claim relating solely to <b>personal injury</b>.</li> </ul>
<p><b>Contract disputes</b></p> <p>ARAG will negotiate for <b>your</b> legal rights in a contractual dispute arising from an agreement or an alleged agreement which <b>you</b> have entered into for:</p> <ul style="list-style-type: none"> <li>• buying or hiring in goods or services; or</li> <li>• selling goods.</li> </ul> <p>Provided that:</p> <ul style="list-style-type: none"> <li>• The amount of the dispute is more than €150.</li> </ul>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• the settlement payable under an insurance policy (ARAG will negotiate if <b>your</b> insurer refuses <b>your</b> claim, but not for a dispute over the amount of the claim);</li> <li>• a dispute arising from a loan, mortgage pension, investment or borrowing;</li> <li>• a dispute over the terms of lease of land or a license or tenancy of land or buildings. However, ARAG will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;</li> <li>• a contract regarding <b>your</b> trade, profession, employment or any <b>business</b> venture;</li> <li>• construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT).</li> </ul>
<p><b>Bodily injury</b></p> <p>ARAG will negotiate for <b>your</b> legal rights in a claim against a party who causes the death of, or <b>bodily injury</b> to <b>you</b>. This includes helping <b>you</b> to register <b>your</b> claim with the <b>Personal Injuries Assessment Board (PIAB)</b>.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• illness or <b>bodily injury</b> that happens gradually or is not caused by a specific or sudden accident;</li> <li>• psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical <b>bodily injury</b> to <b>you</b>;</li> <li>• clinical negligence;</li> <li>• defending <b>your</b> legal rights, but defending a counterclaim is covered;</li> <li>• the cost of obtaining a medical report when registering a claim with the <b>PIAB</b>.</li> </ul>

<p><b>Clinical negligence</b></p> <p>ARAG will negotiate for <b>your</b> legal rights where it is alleged that accidental death or <b>bodily injury</b> to <b>you</b> has resulted from a single negligent act of surgery, clinical or medical procedure.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• the failure or alleged failure to correctly diagnose <b>your</b> condition; or</li> <li>• psychological injury or mental illness that is not associated with <b>you</b> having suffered physical <b>bodily injury</b>.</li> </ul>
<p><b>Property protection</b></p> <p>ARAG will negotiate for <b>your</b> legal rights in a civil action; and/ or arrange mediation (if appropriate); for a dispute relating to physical property (including <b>your</b> principal and holiday home) which is legally owned by <b>you</b> or for which <b>you</b> are responsible, following:</p> <ul style="list-style-type: none"> <li>• an event which causes physical damage to such property but the amount in dispute must be more than €150;</li> <li>• a legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it); or</li> <li>• a trespass.</li> </ul>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• a contract <b>you</b> have entered into;</li> <li>• any building or land except <b>your</b> principal or holiday <b>home</b>;</li> <li>• someone legally taking <b>your</b> property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> property by any government or public or local authority;</li> <li>• work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;</li> <li>• mining subsidence;</li> <li>• defending a claim relating to an event that causes physical damage to physical property, but defending a counter-claim is covered;</li> <li>• the first €350 of any claim for legal nuisance or trespass. This is payable as soon as ARAG accept the claim.</li> </ul>
<p><b>Tax protection</b></p> <p>In the event of a <b>Revenue audit</b> relating to <b>your</b> self-assessment tax return, ARAG will negotiate for <b>you</b>, and represent <b>you</b> in any appeal proceedings.</p>	<ul style="list-style-type: none"> <li>• Any claim relating to the tax affairs of a company, or any claim if <b>you</b> are self-employed, or a sole trader, or in a <b>business</b> partnership;</li> <li>• A claim relating to an offshore account held by <b>you</b>;</li> <li>• Any Revenue Commissioner's audit where <b>you</b> have not submitted a self-assessment tax return;</li> <li>• Reviews conducted by the Revenue Commissioners as part of its review programmes.</li> </ul>

<p><b>Jury service and court attendance</b></p> <p><b>Your</b> absence from work:</p> <ul style="list-style-type: none"> <li>• to attend any court or tribunal at the request of the <b>appointed representative</b>; or</li> <li>• to perform jury service; or</li> <li>• to carry out activities specified by the <b>identity theft</b> support service under insured incident '<b>Identity theft</b>'.</li> </ul>	
<p><b>Legal defence</b></p> <p><b>Costs and expenses</b> to defend <b>your</b> legal rights:</p> <ul style="list-style-type: none"> <li>• If an event arising from <b>your</b> work as an employee leads to; <ul style="list-style-type: none"> <li>i. <b>you</b> being prosecuted; or</li> <li>ii. civil action being taken against <b>you</b> under discrimination legislation</li> </ul> </li> <li>• if an event leads to <b>you</b> being prosecuted for an offence connected with the use or driving of a <b>motor</b> vehicle.</li> </ul>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• parking or obstruction offences; or</li> <li>• <b>you</b> driving a <b>motor</b> vehicle for which <b>you</b> do not have valid <b>motor</b> insurance.</li> </ul>

<p><b>Identity Theft</b></p> <p><b>Identity theft support service</b></p> <p>Following a call to the <b>identity theft</b> helpline service, <b>ARAG</b> will help to restore <b>your</b> identity and credit status if <b>you</b> have become a victim of <b>identity theft</b>. <b>ARAG</b> will assign a personal case worker who will provide phone advice to help regain <b>your</b> identity.</p> <p><b>Legal costs</b></p> <p>Following <b>your identity theft</b>:</p> <ul style="list-style-type: none"> <li>• <b>we</b> will pay legal costs to reinstate <b>your</b> identity including costs for the signing of statutory declarations or similar documents;</li> <li>• <b>ARAG</b> will negotiate for <b>your</b> legal rights in a dispute with debt collectors or any party pursuing legal action against <b>you</b> arising from or relating to <b>identity theft</b>;</li> <li>• <b>we</b> will pay loan-rejection fees and any re-application administration fee for a loan when <b>your</b> original application has been rejected</li> </ul>	<ul style="list-style-type: none"> <li>• Any claims for fraud committed by anyone entitled to make a claim under this section of the policy;</li> <li>• Losses arising from <b>your business</b> activities.</li> </ul>
<p>Provided that;</p> <ul style="list-style-type: none"> <li>• <b>you</b> file a Gardaí or relevant authority report and notify banks and building societies as soon as possible; and</li> <li>• <b>you</b> tell <b>ARAG</b> if <b>you</b> have previously suffered <b>identity theft</b>; and</li> <li>• <b>you</b> take all reasonable action to prevent continued unauthorised use of <b>your</b> identity.</li> </ul>	

## Helplines

**ARAG** provide these services 24 hours a day, seven days a week during the **policy period**. However, **ARAG** may need to arrange to call **you** back depending on **your** enquiry. All helplines apply to the Republic of Ireland unless stated otherwise. To help **ARAG** check and improve their service standards **ARAG** may record all calls. When phoning, please tell **ARAG you** are an Aviva Private Client policyholder.

### Legal advice service

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

**ARAG's** legal advisors 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, **ARAG** will refer **you** to a specialist adviser. Specialist advice is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **ARAG** will call **you** back.

To contact the above services, phone **ARAG** on: 0818 670 747.

### Identity Theft Service

If **you** are a resident in the Republic of Ireland, **ARAG** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**. The helpline is open 9am to 5pm, Monday to Friday.

To contact the above services, phone **ARAG** on: 0818 252 922.

### Health and medical information service

**ARAG** will give **you** information over the telephone on health and fitness issues 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.

To contact the above services, phone **ARAG** on: 0818 254 164.

### Counselling service

**ARAG** will provide **you** (including any members of **your** immediate family who permanently live with **you**) with a confidential counselling service over the phone if they 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**.

To contact the above service, telephone **ARAG** on: 0818 670 407.

**We** cannot accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

## Exclusions

The following exclusions apply to this section of **your** policy:

### Late reported claims

Any claim where **you** have failed to notify **ARAG** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering **damages** (or getting any other legal remedy that **ARAG** have agreed to) or of making a successful defence.

### Costs ARAG have not agreed

**Costs and expenses** incurred before **ARAG's** written acceptance of a claim.

### Court awards and fines

Fines, penalties, compensation, or **damages** which **you** are ordered to pay by a court or other authority.

### Legal action ARAG have not agreed

Any legal action **you** take that **ARAG**, or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us, ARAG**, or the **appointed representative**.

### Defamation

Any claim relating to written or verbal remarks that damage **your** reputation.

### Disputes

A dispute with **ARAG**, or **Aviva** not otherwise dealt with under Conditions

**Disputes, Judicial reviews, inquests, inquiries and injunctions.**

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry or injunctions.

### Nuclear, war and terrorism risks

A claim caused by, contributed to or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear **waste** from burning nuclear fuel;



- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup,
- pressure waves caused by **aircraft** or any other airborne devices travelling at sonic or supersonic speeds.

#### Litigant in person

Any claims where **you** are not represented by a law firm, barrister or tax expert.

#### Deliberate Acts

Any claims intentionally brought about by **you**.

### Conditions

The following conditions apply to this section of the policy in addition to the General Conditions listed in Part IX.

#### Compliance with the policy terms

##### **You must:**

- comply with the terms and conditions of this section;

- take reasonable steps to avoid and prevent claims;
- take reasonable steps to avoid incurring unnecessary costs;
- send everything **ARAG** ask for, in writing; and
- report to **ARAG** full and factual details of any claim as soon as possible and give **ARAG** any information they need.

#### An insured person's legal representation

On receiving a claim, if legal representation is necessary, **ARAG** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. The **appointed representative** will try to settle **your** claim by negotiation without having to go to court.

If the appointed **preferred law firm** or **ARAG's** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued, or if there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **ARAG** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **ARAG** will give **your** chosen law firm the opportunity to act on the same terms as a **preferred law firm**. However, if the firm refuses to act on this basis, the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **Family Legal Standard Terms** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **Family Legal Standard Terms**. These will be provided to **you** once **ARAG** 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 **costs and expenses** 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 **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim.

#### Your responsibilities

##### **You must:**

- co-operate fully with **us**, **ARAG**, and with the **appointed representative**;
- give the **appointed representative** any instructions that **ARAG** ask for.

#### Offers to settle a claim

**You** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to a settlement without **our** written consent.

If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

**We** may decide to pay to **you** the amount of **damages** 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 also allow **us** to pursue at **our** own expense and for **your** benefit, a claim for compensation against any other person and **you** must give **us** all the information and help needed to do so.

#### Assessing and recovering costs

If **we** or **ARAG** request, **you** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.

**You** must take every step to recover **costs and expenses** and **PIAB** application fee(s) that **we** must pay and must pay **us** any **costs and expenses** and **PIAB** application fee(s) that are recovered.

## cancelling an appointed representative's appointment

If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed representative** without good reason, the cover **ARAG** provide will end at once, unless **ARAG** agree to appoint another **appointed representative**.

## Withdrawing cover

If **you** settle or withdraw a claim without **ARAG**'s agreement, or do not give suitable instructions to an **appointed representative**, the cover **ARAG** provide will end at once and **we** will reclaim from **you costs and expenses we** have paid.

If during a claim, **reasonable prospects** no longer exist, the cover **ARAG** provide will end at once. **We** will pay any **costs and expenses** they have agreed to, up to the date cover was withdrawn.

## Disputes

If there is a disagreement between **you** and **ARAG** about the handling of a claim and it is not resolved through the internal complaints procedure, then **you** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from [info@fspoi.ie](mailto:info@fspoi.ie). The arbitrator will be a barrister chosen jointly by **you** and **ARAG**. If there is a

disagreement over the choice of arbitrator, **ARAG** will ask the Chartered Institute of Arbitrators to decide.

## Expert opinion

**ARAG** may, at their discretion, require **you** to obtain, at **your** own expense, an opinion from an expert, that **ARAG** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **ARAG**, and the cost agreed in writing between **you** and **ARAG**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover **damages** (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence.

## Other insurance

If any claim covered under this section is also covered by another policy or would have been covered if this section did not exist, **we** will only pay **our** share of the claim even if the other **insurer** refuses the claim.

## Claims under this section by a third party

Apart from **ARAG**, **you** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it.

## How ARAG use your data

This is a summary of how **ARAG** collect, use, share and store personal information. To view **ARAG**'s full privacy statement, please see the website [www.arag.ie](http://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. **ARAG** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **ARAG** ask for personal or sensitive information, they undertake that it shall only be used in accordance with their privacy statement. **ARAG** may also collect information for other parties such as suppliers they appoint to process the handling of a claim.

## Using personal or sensitive information

The reason **ARAG** collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **ARAG** may need to share personal or sensitive

information with other organisations.

**ARAG** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to their full privacy statement for full details.

## Keeping personal information

**ARAG** shall not keep personal information for any longer than necessary.

## Your rights

Any person insured by this section of the policy has a number of rights in relation to how **ARAG** hold personal data including; the right to a copy of the personal data they 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 **ARAG** will not be able to delete personal data, please refer to their full privacy statement.



# Part VII – Personal Emergencies

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

## Special definitions in part VII (in addition to the policy definitions)

The definitions below apply only to Part VII – Personal Emergencies, and where the same words are defined elsewhere in this policy, these special definitions apply.

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

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

**Buildings** – your home and other permanent structures owned by you and includes utility pipes, cables, domestic underground and over-ground tanks supplying or serving the buildings and within the grounds of the residence.

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

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

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

**Dangerous activities** – the following activities in which participation is known to carry an increased risk of injury:

- scuba diving to depths of more than 30 metres;
- hang-gliding or para-gliding;
- 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;
- off-piste skiing unless with a qualified guide; and
- participation in the Cresta Run.

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

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

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

**Medical expenses** – 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:

- as outlined in the Emergency Events section on page 34 ; or
- for costs incurred more than 12 months after the occurrence of an emergency event in respect of Personal emergency – Emergency events as outlined in the Emergency Events section on page 34

**Medical practitioner** - 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.

**Policy** – this policy wording and the schedule and any endorsements.

## Basis of Cover

### 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 subsection 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.

Type of contents	Maximum for each occurrence
<b>Death</b> For anyone under 16 years old at the time of the accident, death cover is limited to €25,000	€50,000
<b>Loss of limb</b>	€25,000
<b>Loss of sight</b>	€25,000
<b>Loss of speech</b>	€25,000
<b>Loss of hearing</b>	€25,000

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

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.

### Emergency events

**We** will pay for **your** expenses which are incurred by **you** as the sole and direct result of an emergency event listed, 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 opposite.

### 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.

Expenses Table		
Expense	Emergency Event	Amount Insured
<b>Medical expenses</b>	<ul style="list-style-type: none"> <li>• Aggravated assault</li> <li>• Aggravated breaking and entering</li> <li>• Air rage</li> <li>• Car jacking</li> <li>• Road rage</li> <li>• Stalking</li> </ul>	€25,000 for each individual  Up to a maximum of €50,000 for each emergency event
<b>Psychiatric treatments prescribed by a medical professional within 12 months of the emergency event.</b>	<ul style="list-style-type: none"> <li>• Aggravated assault</li> <li>• Aggravated breaking and entering</li> <li>• Air rage</li> <li>• Car jacking</li> <li>• Road rage</li> <li>• Stalking</li> </ul>	€25,000 for each individual  Up to a maximum of €50,000 for each emergency event
<b>Salary lost during the immediate 60 day period from the emergency event</b>	<ul style="list-style-type: none"> <li>• Aggravated assault</li> <li>• Aggravated breaking and entering</li> <li>• Car jacking</li> <li>• Stalking</li> </ul>	€25,000 for each individual  Up to a maximum of €50,000 for each emergency event
<b>Permanent relocation expenses for moving permanently away from the residence where the emergency event took place</b>	<ul style="list-style-type: none"> <li>• Aggravated breaking and entering</li> <li>• Stalking</li> </ul>	€30,000 for each emergency event
<b>Personal security expenses to cover the cost of improving security at the residence where the emergency event took place</b>	<ul style="list-style-type: none"> <li>• Aggravated breaking and entering</li> <li>• Stalking</li> </ul>	€30,000 for each emergency event
<b>Residential security expenses to cover the cost of improving security at the residence where the emergency event took place</b>	<ul style="list-style-type: none"> <li>• Aggravated breaking and entering</li> <li>• Stalking</li> </ul>	€30,000 for each emergency event
<b>Temporary relocation expenses to temporarily move away from the residence where the emergency event took place</b>	<ul style="list-style-type: none"> <li>• Aggravated breaking and entering</li> <li>• Stalking</li> </ul>	€30,000 for each emergency event
<b>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</b>	<ul style="list-style-type: none"> <li>• Air rage</li> <li>• Car jacking</li> <li>• Road rage</li> </ul>	€15,000 for each individual  Up to a maximum of €30,000 for each emergency event

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

### 1. 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**.

### 2. 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.

### 3. 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.

### 4. Car jacking

Car jacking 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 car jacking.

### 5. 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.

### 6. 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**.

## Exclusions applying to Part VII – Personal Emergencies section

Exclusion applicable under Accidental injury section:

### 1. 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.

### 2. 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 **dangerous activities**.

### 3. 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.

### 4. 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.

### 5. 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.

### 6. 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**.

### 7. 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.

### 8. 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.

### 9. 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**.

## 10. 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.

## 11. Travelling against government advice

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

- a) **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
- b) **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.

## 12. 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.

## Exclusion applicable under Emergency events section:

### 1. 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.

### 2. 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**.

## 3. 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

## 4. People acting on your behalf

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

## 5. 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.

## 6. 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.

## 7. Travelling against government advice

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

- a) **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
- b) **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.

## Part VIII - Cyber section

The claims service for this Section of the policy is administered by HSB Engineering Insurance Limited herein after referred to as “HSB” on **our** behalf. **We** have chosen HSB as cyber claims administrator for this cover in view of their expertise and many years experience in dealing with cyber insurance claims for customers.

As soon as **you** are aware of a cyber issue, **you** should get advice from the cyber helpline on 1800 812 363 without delay.

Please have **your** policy number to hand. If **you** wish to make a claim the full details will need to be submitted in writing. HSB will administer the claim on **our** behalf. If a solicitor is required to deal with **your** cyber issue HSB will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this section and they are required to comply with strict service standards set out by HSB.

Cover is only operative if indicated on **your** policy schedule.

### SPECIAL DEFINITIONS IN PART VIII (in addition to the policy definitions)

The definitions below apply only to Part VIII – Cyber section, and where the same words are defined elsewhere in this policy, these special definitions apply.

**Computer virus** means any malware, program code or programming instruction designed to **damage home systems**.

**Cyber event** means either:

- a) malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- b) **damage** or disruption caused by **computer virus, hacking or denial of service attack**;

affecting **your home systems**.

**Damage** means total or partial loss, damage, destruction, or corruption.

**Damages** means either:

- a) financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- b) third parties’ costs and expenses **you** have to pay as a result of a claim being brought against **you**.

**Data** means facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **home systems**, but not including software and programs.

**Defence costs** means costs and expenses **we** agree to in writing for investigating, settling or defending a claim against **you**.

**Denial of service attack** means malicious and unauthorised attack which overloads any **home systems**.

**Hacking** unauthorised or malicious access to any **home systems** by electronic means.

**Home** means the private residence at the address shown in the schedule.

**Home systems** means any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

**Personal data** means information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

**You/your** means the person(s) shown in the schedule and all permanent members of that person’s **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

For Section 3 Cyber online liability, **you** means the person(s) shown in the schedule and all members of that person’s family who permanently live at the home.

### Basis of Cover

#### 1. Cyber home systems damage

**We** will pay for the following arising as a result of a **cyber event you** discover during the **policy period**:

##### a) **Home** systems restoration

The cost of investigating, reconfiguring and rectifying any **damage to your home systems**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data** to **you**, even if the **data** cannot be restored.

##### b) **Computer virus** removal

The cost of locating and removing a **computer virus** from **your home systems**; and

##### c) Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

## 2. Cyber crime

**We** will pay for the following which **you** discover during the **policy period**:

### a) Fraud

**Your** financial loss as the result of a fraudulent communication or input, destruction or modification of **data** in **your home systems** which results in:

- i) money being taken from any account;
- ii) goods, services, property or financial benefit being transferred; or
- iii) any credit arrangement being made;

as long as **you** have not received any benefit in return.

**We** will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

### b) Telephone **hacking**

**Your** liability to make any payment to **your** telephone service provider as the result of **hacking** into your **home systems**.

### c) Cyber ransom

The cost of responding, and with **our** written agreement the payment of a ransom demand, if anyone has or threatens to:

- i) disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;

- ii) release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

As long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

## 3. Cyber online liability

**We** will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **policy period** as the result of:

### a) Data privacy

**You** failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

### b) **Computer virus** transmission

**You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus**, **hacking** attack or **denial of service attack** from **your home systems** to a third party; or

### c) Defamation and Disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

## 4. How much we will pay

The most **we** will pay for all claims **we** accept under this policy in total for the **policy period** is the sum insured shown on **your** schedule, regardless of the number of claims. If there is more than one person named in the schedule, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

## 5. Defence costs

Any **defence costs we** pay will be included within, not in addition to, the sum insured.

## 6. Paying out the sum insured

For any and all claims arising for the **policy period we** may pay the full sum insured that applies. When **we** have paid the full sum insured, **we** will not pay any further amounts for any claims or for associated **defence costs**.

## CONDITIONS

The following conditions apply only to Part VIII – Cyber section. If **you** do not keep to these conditions and this reduces **our** legal or financial rights under the policy, **we** may refuse to pay part or all of **your** claim.

## 1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your** policy **you** must:

- a) take all reasonable steps and precautions to prevent further damage or other loss covered by **your** policy;
- b) immediately tell the police about any loss or **damage** relating to crime and get a crime reference number;
- c) tell the person who arranged **your** policy (or **us**), providing full details, as soon after the incident or circumstances as possible;
- d) tell the person who arranged **your** policy (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- a) immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you**;



- b) keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- c) co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- d) give **us** details of any other insurances **you** may have which may cover loss covered by this policy;
- e) attempt to recover financial loss relating to **your** claim from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- f) tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

**You** must not admit responsibility or liability, or agree to pay any money or provide any services on **our** behalf, without **our** written permission.

## 2. Protecting data

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

## 3. Controlling defence

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing.

**We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

## 4. Reasonable care

**You** must:

- a) make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- b) take all reasonable steps and precautions to prevent or reduce damage or other loss covered by **your** policy.

## 5. Defence software

**Your home systems** must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

## 6. Data backup

**You** must back up **your data** at least every month. **You** must take precautions to make sure that all **data** is stored safely. **We** may still pay a claim if **you** can show that **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

## Exclusions applicable to Part VIII – Cyber section

The following conditions apply only to Part VIII – Cyber section.

**We** will not pay for any cost, **damages**, liability, loss or **defence costs** arising from the following:

### 1. Advance fee fraud

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

### 2. Business activities

Any activities carried out by **you** for **business** or professional purposes.

### 3. Circumstances before your policy started

Circumstances which existed before any cover provided by **your** policy started, and which **you** knew about. Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **policy period**.

### 4. Confiscation

**Your** property being confiscated or damaged by, or under the order of, any government, public or police authority.

### 5. Excess

The amount specified as the 'Excess' in the schedule.

### 6. External network failure

Failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**.

This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property. Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

### 7. Intentional acts

Any intentional act, or failure to act, by **you** or anyone acting on **your** behalf.

### 8. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and

deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

### 9. Nuclear risks

Any nuclear reaction, nuclear radiation or radioactive contamination.

### 10. Other insured parties

Any dispute or claim between **you**.

### 11. Patent

Infringement of any patent.

### 12. Terrorism

- biological or chemical contamination; or
- any failure in the supply of gas, electricity, water or phone service to **your home**; which is caused by terrorism.

### 13. War

War or civil war.

### 14. Wear and tear losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under **your** policy.



# Part IX – General Conditions & Exclusions

## Works to your home

**You** must notify **us** of any planned or ongoing repair, renovation, restoration, construction, building work or decoration to **your home** and/or **other permanent structures** with a value that exceeds €250,000 and/or necessitates **you** vacating the **home** and/or the **home** not being adequately furnished to be lived in normally. In the event that **you** do not notify **us** accordingly **we** may charge **you** an additional premium, refuse to cover any loss relating to the renovation, restoration, construction, building work or decoration to **your home** and/or **other permanent structures**, or terminate the policy. If the payment basis is guaranteed rebuilding cost, this extension of cover may be suspended until works are complete and **we** agree to reinstate this cover.

### Assignment

No assignment of or change of interest in this policy or in any amount payable under it will be binding on or recognised by **us** without **our** written consent.

## Bankruptcy or death

An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations.

However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings.

Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

### Changes in circumstances

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. Failure to do so may result in **your** policy being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the impact of **misrepresentation** section below.

**You** may lose all benefit and cover under this policy if, since the start date of the policy or **your** last renewal date (whichever is the latest), there is a material change in **your** circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten).

To ensure **you** are fully protected, please tell **your** insurance intermediary immediately of any changes in respect of circumstances relating to **you**, other members of **your** household or the property insured. **You** must also tell **your** insurance advisor immediately to let **us** know about the following changes:

1. any change to the people insured or to be insured;
2. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under €250,000; If the payment basis is guaranteed rebuilding cost, this extension of cover may be suspended until works are complete and **we** agree to reinstate this cover;
3. if **your** property is to be lent, let or sublet other than **temporary lets**;
4. any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
5. if **your** property is used for **business** purposes other than occasional clerical work or **incidental business**;

6. if **your** property is to be **unoccupied** for any continuous period that exceeds 60 days;
7. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (this does not include motoring offences).

If **you** are in any doubt please contact **your** insurance intermediary.

### 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,

- a) 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
- b) any fear or threat of any Communicable Disease.

- c) 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:
- i. 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,
  - ii. 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,
  - iii. the disease substance or agent can cause or threaten death bodily injury shock illness disease or damage to human health human welfare or property.

#### Impact of misrepresentation

The impact of any **misrepresentation** by the **insured person** to any of the answers provided on the **statement of fact** is as follows:

#### a) Innocent Misrepresentation:

Where the **insured person** has answered all questions in the **statement of fact** honestly and with reasonable care but where the **insured person** made an innocent **misrepresentation** (that is, one that is neither negligent nor fraudulent) **we** will pay any covered claim event subject to the terms and conditions of this policy.

#### b) Negligent Misrepresentation:

If the **insured person** makes a negligent **misrepresentation** or fails to take reasonable care in reviewing the **statement of fact** form the cover under this policy may not fully operate and in the event of a claim **we** will exercise one of the following remedies:

- If knowing the full details, **we** would not have entered into the insurance contract, **we** may avoid the contract, refuse all claims and return any premiums paid by the **insured person**.
- If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.

- If **we** would have entered into the contract of insurance but have charged a higher premium, **we** may reduce proportionately the amount to be paid on the claim.

Where there is no outstanding claim under the contract of insurance, **we** may either:

- give notice to the **insured person** that in the event of a claim **we** will exercise the remedies above, or
- terminate the contract by giving reasonable notice to the **insured person**.

#### c) Fraudulent Misrepresentation:

If the **insured person** makes a fraudulent **misrepresentation** or where any conduct by the **insured person** involves fraud of any kind **we** shall be entitled to avoid the contract of insurance and refuse any claims.

#### Concealment or fraud

**Your** ability to make a claim may be prejudiced if, whether before or after a loss **you**:

- intentionally concealed or misrepresented any **statement of fact** or circumstance;
- engaged in fraudulent conduct; or

- made false statements relating to this insurance.

#### Fraudulent claims

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

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

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

## Sanctions

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Construction, severability, and conformance to statute

If any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.

If any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.

Any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

## Cooling Off Period

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

## Your right to cancel

**You** may cancel the policy at any time by contacting **us** to provide instruction to cancel the policy. The instruction must be provided by e-mail, in writing or via recorded telephone call.

If the premium is paid by direct debit, in the event of cancellation, **you** must ensure the relevant bank or building society is instructed to stop making payments.

## Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in the schedule at the European Central Bank's currency exchange rate applicable at the date of the claim/incident.

## Law

Under the relevant European and Irish law, the **insurer** and the customer may choose

the law which applies to the contract. Unless **we** specifically agree otherwise in writing; Irish law will apply to this policy.

## Language

The terms and conditions of this policy will be available in English and all communication relating to this policy will be in English.

## Liberalisation

If **we** broaden the cover provided by this policy without an additional premium charge, the changes will automatically apply to **your** policy.

## Maintenance

**You** must maintain **your home** in a good state of repair.

## Other insurance

If a loss covered by this policy would be covered under another insurance if this policy did not exist, **we** will only be liable for the amount exceeding the cover available under that other insurance up to the limit of liability that applies under this policy.

## Our cancellation

**We** may cancel **your** policy by giving **you** 14 working days written notice of such cancellation. This notice will be posted to **you** at the last mailing address shown

on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

If **you** fail to comply with the Part IX – General Conditions **our** liability under the policy will be suspended from the date and time at which the breach occurred and up until the date and time at which the breach is remedied, if it can be remedied, with the result that **we** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period of suspension.

## Subrogation

In the event of any payment under this policy, **we** shall be subrogated to the extent of such payment to all of **your** rights of recovery, contribution and indemnity and **you** will provide all reasonable assistance and will do nothing to prejudice such rights.

Without prejudice to the foregoing, **we** will not exercise **our** rights of subrogation against an insured entity in connection with a claim if it is not permitted by law.

If **you** or an **insured person** has the right to recover from a third party all or part of any payment made under this policy, those rights are transferred to **us** following, and to the extent of, **our** payment under this policy. **You** or an **insured person** must not do anything after the loss to impair such rights of recovery. At **our** request and cost, **you** or an **insured person** will bring an action or transfer those rights to **us** and help **us** enforce them in **our** attempt to recover **our** payment.

#### Sum insured adequacy

Any change to the value of **your** contents, collections or **your home**, which requires an increase to the sums insured shown on **your** policy schedule, must be notified to **us**. **You** must keep the sums insured at a level which represents the full value of the property.

Full value should represent:

- for the **home** and **other permanent structures** – the full rebuilding cost including removal of debris and professional fees;
- for **tenant's improvements** – the cost to repair or replace as new.
- for **contents** and personal possessions – the replacement cost as new; and
- for **collections** – the current **market value**.

#### Protection from inflation

At each renewal **we** may adjust the amount insured for buildings and **contents** to account for the effects of inflation by a suitable amount as decided by **us**. At each renewal, the premium will be calculated on the adjusted amount insured.

#### Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period** as per the terms contained in the annual renewal notice unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new **statement of fact**, which may affect **our** acceptance of **your** policy. If **you** usually pay **your** premium to **your** insurance intermediary, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently.

If **you** do not wish to renew **your** insurance or **you** wish to opt out of the automatic renewal process please notify

**your** insurance intermediary before **your** renewal date.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 20 working days before the end of the **policy period** as stated in the schedule.

Where **we** elect to renew **your** policy **we** will write to **your** insurance intermediary at least 20 working days in advance of **your** renewal date with **our** offer to renew. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

#### Unoccupied homes security and heating

If the **home** is to be left **unoccupied** for more than 60 consecutive days the following conditions apply.

##### You must:

- maintain the security precautions at the **home** as stated in **your statement of fact** document;
- advise **us** before changes to the security at the **home** are made; and

- put all the security precautions into operation whenever the **home** is left **unoccupied**.

During the period from the 1st November to 1st April **we** will not pay a claim for escape of water and/or oil or freezing water, unless:

- central heating is installed and in operation to maintain at all times a minimum of 10 degrees Celsius or the water is turned off at the mains and the water system is drained; and
- the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **home**.

**We** will not pay any claim caused by theft or attempted theft, loss or damage in respect of **jewellery**, watches, furs, gold or silver articles (including plate) from the **home**.

#### Losses not covered by this policy

If, by law, **we** must make a payment that is not covered by the policy, **we** have the right to recover the payments from **you** or the person who is liable.

## Payment of premium

**You** must pay the premium shown in the schedule. No claims will be met if the premium is not paid.

## Stamp Duty

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under Section 5 of the Stamp Duties Consolidation Act 1999.

## Statement as to monies payable

All payments which become due or payable to a person who is ordinarily resident in Ireland shall be payable and paid in Ireland.

# Part X – Complaints & Compensation

## Complaints procedure

**We** aim to give excellent service to all **our** customers; however, **we** recognise that things may occasionally go wrong. **We** will do **our** best to deal with **your** complaint as effectively and quickly as possible. If **you** arranged **your** cover through an agent or adviser, please send **your** complaint to them. If **your** complaint is not resolved to **your** satisfaction, please contact Aviva Insurance Ireland DAC on 1800 666 555 or write to **us** at: Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or **you** can contact the following:

### Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

### Insurance Ireland

Insurance Centre, 5 Harbourmaster Place,  
IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

The European Commission also provides an online dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit <http://ec.europa.eu/odr>

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

If you have a complaint regarding Part VI – Family Legal, you can contact **your** agent or adviser or **you** can contact **ARAG** directly. If **you** choose to contact **ARAG** directly, please write to the Head of Legal & Compliance at:

ARAG Legal Protection Limited  
1 Hatch Street Upper  
Dublin 2  
D02 PY28

Or **you** can phone **ARAG** during standard office hours on 01 670 7470 or email **ARAG** at [customerrelations@arag.ie](mailto:customerrelations@arag.ie)

If **you** are still not satisfied you can contact the Financial Services and Pensions Ombudsman.



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EHHHG16338 01.2023

