

Hiscox 606 Home & Contents Insurance - Ireland

Your Policy Wording



Guide to sections

| | |
|--|-----------|
| Introduction | 3 |
| General terms | 4 |
| Definitions | 4 |
| General conditions | 9 |
| What to do when a loss occurs | 13 |
| Our claims promise | 13 |
| General exclusions | 14 |
| Section 1: Buildings and tenant’s improvements | 15 |
| What is covered and how much we will pay | 15 |
| Other cover | 15 |
| What is not covered | 19 |
| Section 2: Contents, fine art and valuables | 20 |
| What is covered and how much we will pay | 20 |
| Other cover | 21 |
| What is not covered | 27 |
| Section 3: Your liabilities | 28 |
| 1. Your liability to other people | 28 |
| What is covered | 28 |
| Other cover | 28 |
| What is not covered | 30 |
| 2. Your liability to your employees | 32 |
| What is covered | 32 |
| What is not covered | 32 |
| Section 4: Travel | 33 |
| Extra definitions | 33 |
| Extra conditions | 34 |
| What is covered and how much we will pay | 34 |
| 1. Medical, emergency travel and repatriation expenses | 34 |
| 2. Cancellation and curtailment | 35 |
| 3. Missed travel arrangements | 36 |
| 4. Travel delay | 36 |
| 5. Enforced extended stay | 37 |
| 6. Temporary loss of baggage | 37 |
| 7. Travel documents | 37 |
| 8. Hi-jack and kidnap | 37 |
| 9. Sports activity extension | 37 |
| 10. Personal accident | 38 |
| What is not covered | 39 |
| Hiscox assistance | 40 |
| Section 5: Family protection | 41 |
| Extra definitions | 41 |
| Extra conditions | 42 |
| What is covered | 42 |
| How much we will pay | 46 |
| Section 6: Family legal protection | 47 |
| Extra definitions | 47 |
| Extra conditions | 48 |
| What is covered and how much we will pay | 49 |
| Insured incidents we will cover | 49 |
| – Insured incident 1 – employment disputes | 49 |
| – Insured incident 2 – contract disputes | 49 |
| – Insured incident 3 – bodily injury | 50 |
| – Insured incident 4 – property protection | 50 |
| – Insured incident 5 – tax protection | 50 |
| – Insured incident 6 – legal defence | 50 |
| – Insured incident 7 – attendance expenses | 51 |
| What is not covered | 51 |

Guide to sections

| | |
|-----------------------------------|-----------|
| Section 7 – Personal cyber | 52 |
| Extra definitions | 52 |
| What is covered | 52 |
| How much we will pay | 53 |
| What is not covered | 54 |
| Helpline services | 55 |
| Complaints procedure | 56 |

Introduction

Dear policyholder,

I'm thrilled you opted for Hiscox to safeguard your personal assets. We deeply value our role as your insurer, whether it's your home, belongings, valuables, or collections. While I hope you never face a loss, if you do, know that we're committed to supporting you fully in your recovery.

Should you encounter any aspect of our service that falls short, please don't hesitate to reach out to me directly.



Richard O'Dwyer
Managing Director

General terms which apply to the whole of this insurance

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is incorrect, please call **your** insurance agent as soon as possible.

We will provide this insurance in return for the premium **you** have agreed to pay.

Definitions

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below. Any changes to these definitions, and any extra definitions, are shown in the section to which they apply.

Act of terrorism

An act, including using or threatening to use force or violence, which:

- is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Amount insured

The most **we** will pay as shown in the **schedule**.

Bank cards

Credit, debit, charge, cheque, bank or cash point cards.

Buildings

Any permanent structure used for domestic **home office business** or **incidental Farming** purposes within the grounds of **your home** including:

- **fixtures and fittings**;
- domestic fixed fuel tanks;
- **outbuildings**;
- solar panels attached to **your home** and used for domestic purposes;
- wind turbines used for domestic purposes;
- underground service pipes and cables, sewers and drains;
- radio and television aerials, satellite dishes, their fittings and masts;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

We do not include within **buildings**:

- any structure, or part of a structure, used for any business activity other than **home office business** or **incidental farming** carried out by **you** or on **your** behalf;
- any plant, shrub or tree, other than hedges (the cover for **your** garden in Section 1 includes cover for plants, shrub and trees); or
- land or water.

Computer or digital technology

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

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- use, creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,
any computer or digital technology.

General terms which apply to the whole of this insurance

Cyber attack

Any digital attack which is designed to:

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

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

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

Contents

Household goods, clothing and personal property (including the personal property of permanent members of **your** household in full-time education while they are studying away from **home**), radio and television aerials, satellite dishes, their fittings and masts all of which belong to **you** or for which **you** are legally responsible.

We do not include within **contents**:

- any item used for any business activity, other than office equipment and supplies used in the **home**;
- vehicles licensed for road use, and their keys and accessories;
- any other mechanically propelled vehicle, and their keys and accessories, other than quad bikes, motorbikes under 51cc, golf buggies, electric bikes, e-scooters, domestic gardening equipment and wheelchairs;
- caravans and their accessories;
- trailers, other than trailers and non-motorised horseboxes up to 15 feet or 4.5 metres in length;
- watercraft and their accessories, other than surfboards, sailboards and rowing boats and dinghies up to 12 feet or 3.6 metres in length;
- aircraft and their accessories other than **your drone**;
- **money or bank cards** (**money** and **bank cards** are covered separately in Section 2 – **Contents, fine art** and **valuables**);
- electronic data other than **your** personal digital data, music, video and photographs stored on **your** personal computer;
- any animal, plant or tree (the cover for **your** garden in Section 2 – **Contents, fine art** and **valuables** includes cover for plants and trees); or
- land or water.

Cryptocurrency

Any form of currency that exists digitally or virtually and uses cryptography.

Domestic duties

Those duties relating to: looking after **you, your home** and gardens.

Domestic employees

Any person working for **you** in connection with **domestic duties** or **incidental farming** duties who is:

- employed by **you** under a contract of service; or
- self-employed and working on a labour only basis under **your** control or supervision.

General terms which apply to the whole of this insurance

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| Drone | Any remotely controlled unmanned aerial vehicle which is not used for commercial purposes and which belongs to you or for which you are legally responsible |
| Endorsement | A change to the terms of the policy agreed by us in writing. |
| Excess | The amount for which you are responsible as the first part of each agreed claim. |
| Fine art | <p>Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability including:</p> <ul style="list-style-type: none">• furniture;• paintings, drawings, etchings, prints and photographs;• tapestries and rugs;• manuscripts;• porcelain and sculpture;• stamps or coins forming part of a collection;• gold, silver, and gold- and silver-plated items;• clocks and barometers;• books and stamps;• wine and spirits;• any other item stated as a collectible in the schedule; <p>all of which belong to you or for which you are legally responsible.</p> <p>We do not include NFTs and valuables within fine art.</p> <p>We do not cover fine art which is business property.</p> |
| Fixtures and fittings | <p>All items that are fixed to and form part of the structure of your home including:</p> <ul style="list-style-type: none">• decorations including wall paper, murals and stencilling;• bathroom suites;• fitted kitchens;• flooring |
| Hacker | <p>Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ul style="list-style-type: none">• computer or digital technology; or• data held electronically by you or on your behalf. <p>This definition does not apply to the Personal Cyber section of the policy.</p> |
| Heave | The upward movement of the ground beneath the buildings as a result of the expansion or swelling of the subsoil. |
| Home | The house or flat at the address shown in your schedule , including the outbuildings and garages used for domestic, home office business or incidental farming purposes at the same address. |
| Home office business | <p>Office work carried out in your home by you or your employees, provided that you do not employ more than five people for that work.</p> <p>Office work means clerical and administration work only. It does not include any kind of manual work or the use of any machinery other than office equipment.</p> |

General terms which apply to the whole of this insurance

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| Incidental farming | Farming, including livery (looking after horses), carried out by you on a part-time basis at the address shown in the schedule , as long as any people you employ for this purpose do not work more than 1,000 hours between them during the period of insurance . |
| Landslip | Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time. |
| Money | Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings stamps and certificates, premium bonds or other negotiable documents. We do not cover cryptocurrency within money . |
| Normal settlement | The downward movement of the ground beneath the buildings as a result of the soil being compressed by the weight of the buildings . |
| Non-Fungible Token (NFT) | Cryptographically unique, indivisible, irreplaceable and verifiable token that represents a specific item, whether digital or physical, in a blockchain. |
| Outbuildings | Any permanent structure used for domestic home office business or incidental farming purposes within the grounds of your home which is not attached to the main building, greenhouses, garages used for domestic purposes, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences all at the address shown in the schedule and which belong to you or for which you are legally responsible. |
| Outdoor items | Garden furniture, ornaments, statues, and other similar items that are normally left outdoors. |
| Period of insurance | The time for which this policy is in force as shown in your schedule . |
| Policy | This insurance document and the schedule , including any endorsements . |
| Primary residence | Your main place of residence that is considered your home for legal and tax purposes. |
| Program(s) | A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices. |
| Protected structures | A structure included within a planning authority's Record of Protected Structures. |
| Schedule | The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent. |
| Secondary properties | Other properties you own other than your primary residence . |
| Social engineering communication | Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to. |
| Space perils | Conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology. |
| Subsidence | The downward movement of the ground beneath the buildings other than by normal settlement . |

General terms which apply to the whole of this insurance

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| Tenant's improvements | Improvements you have made to the fixtures and fittings and any radio and television aerials, satellite dishes and their fittings and masts that belong to you or for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings . |
| Unfurnished | The home is not furnished. Furnished means equipped with kitchen appliances, fixtures and fittings , curtains, carpets, beds and furniture essential for modern living. |
| Unoccupied | The home has not been lived in for 60 consecutive days by you . |
| Valuables | Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible. |
| We, us, our | The insurer named in the schedule . |
| Wine and Spirits | Your collection of high-value alcoholic beverages, including containers and their contents, storage units, climate control systems, wine cellar furnishings and accessories. |
| You, your | <p>For Sections 1, 2, 3, 5 and 6 the person named as the insured in the schedule and all permanent members of that person's household including domestic employees who live in the home.</p> <p>For Section 4 you, your means the person named as the insured in the schedule aged 79 or less and all permanent members of that person's household aged 79 or less.</p> |

General terms which apply to the whole of this insurance

General conditions

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

Representations

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

Pre-contractual duty of disclosure

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

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

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

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

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

Misrepresentation and remedies

3. If **you** or anyone acting on **your** behalf provided an answer to a question posed by **us** before entering into the **policy** or on renewal and that answer involved a misrepresentation, then **our** remedies shall depend on the nature of the misrepresentation as follows:
 - a. If such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a claim has been made under the **policy**, **we** will pay **your** claim subject to the **policy** terms and conditions and will not avoid the **policy** on the ground that there was a misrepresentation;
 - b. If such answer involves a negligent misrepresentation (that is, one that was not fraudulent):
 - i. If **we** would not have entered into this **policy** on any terms, **we** may treat this **policy** as having been void from the date **we** entered into the **policy** and refuse all claims, in which case **we** will return the premium to **you**;
 - ii. If **we** would have entered into this **policy** but on different terms (other than terms relating to the premium), this **policy** will be treated as if it had been entered into on those different terms from the outset, if **we** so require;
 - iii. If **we** would have entered into this **policy** (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim; or
 - iv. Where there are no outstanding claims under **your policy**, **we** can choose one of the remedies (i), (ii) or (iii) above, or choose to terminate the **policy** by giving **you** reasonable notice.
 - c. If such answer involves a fraudulent misrepresentation and a claim has been made under the **policy**, or where **your** conduct involves fraud of any other kind, **we** will be entitled to treat this **policy** as having been void from its inception and **we** are not required to return the premium.

General terms which apply to the whole of this insurance

Alteration of risk
and material changes

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

Suspensive conditions

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

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

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

- a. a particular type of loss;
- b. loss at a particular time; or
- c. loss in a particular location.

Any breach by **you** of the type of term in (a), (b) or (c) above shall only suspend **our** liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise

to the claim has occurred **we** will be liable for **your** claim, subject to the other terms and conditions of the **policy**.

Fraudulent claims

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

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

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

Unoccupied and/or
unfurnished Home

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

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than €100,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may then amend the terms of this **policy**. If **you** do not tell **us** about such work, **we** may not have to pay any claim caused by or resulting from the building works.

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

Premium payment

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

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

General terms which apply to the whole of this insurance

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| Full value | <p>You must ensure that the amount insured represents the full value of the property insured.</p> <ol style="list-style-type: none">1. For buildings, the full value is the estimated cost of rebuilding the buildings to the same specification, including fees and expenses involved in such rebuilding, (this is not the same as the market value).2. For tenant's improvements, the full value is the cost to repair or replace as new.3. For contents, the full value is the current cost as new.4. For fine art and valuables that are not listed individually in a specification held by us or your insurance agent, the full value is the replacement cost or current market value, whichever is the greater. |
| Indexation | <p>We will adjust the amount insured for buildings and contents each month according to an appropriate index. We will not increase your premium for this during the Period of insurance. However you should check your amounts insured when you renew your Policy, to make sure that they reflect the full value.</p> |
| Reasonable care | <p>You must:</p> <ol style="list-style-type: none">1. take reasonable steps to prevent accident or injury and protect your property against loss or damage; and2. keep your property in good condition and repair. |
| Right to withdraw: cooling-off period/ cancellation | <p>You may cancel this policy by giving us notice of the cancellation in writing within 14 working days after the date when you are informed that the policy has been concluded. If you cancel the policy, you will be released from any further obligation arising from the policy and we will not impose any financial cost on you other than the costs of the premium for the period of cover.</p> <p>We may cancel the policy by giving 30 days written notice. If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which the premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> <p>Where we notify you that we are cancelling the policy, we will repay the balance of the premium for the unexpired term of the policy without imposing any financial cost on you and will provide the reason or reasons for the cancellation.</p> |
| Subrogation | <p>We will not exercise our subrogation rights against some other person if that other person does not have insurance in respect of their liability to you, and where you have decided not to exercise your rights against that other person because:</p> <ol style="list-style-type: none">a. you and that other person are members of the same family or cohabitants, orb. you expressly or impliedly consented to the use, by that other person, of a motor vehicle that is the subject matter of the policy. <p>If that other person does have insurance in respect of their liability to you, we are entitled to exercise our subrogation rights against that other person, but we will not recover more than the amount that that other person may recover under any liability insurance in respect of the loss.</p> <p>Notwithstanding the above, we are entitled to exercise our subrogation rights against that other person where the conduct of that other person which gave rise to the loss was serious or wilful misconduct.</p> <p>We will not exercise any rights of subrogation against your employee unless the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.</p> <p>Notwithstanding any provision of this policy, any amounts recovered when exercising our rights of subrogation in respect of loss shall be distributed in accordance with the Consumer Insurance Contracts Act 2019.</p> |

General terms which apply to the whole of this insurance

Third party rights

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

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

Joint insureds

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

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

Governing law

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

General terms which apply to the whole of this insurance

What to do when a loss occurs

The following claims conditions apply to the whole of this **policy** except Section 6 – Family legal protection. Please read the claims condition in that section.

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

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

How to make a claim

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

You must:

- a. prove the loss or damage has happened;
- b. provide **us** with full co-operation to investigate and progress the settlement of **your** claim;
- c. give **us** reasonable evidence of value for all items involved in a claim.

Temporary emergency repairs

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

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

Injury to someone or damage to their property

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

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

Recovering a loss payment

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

Our claims promise **We** pride ourselves on offering a service that is fast, efficient, and helpful. Please let **us** know if **we** do not pay **your** claim within four working days after receiving **your** acceptance of **our** offer and **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up to date.

We can only keep this promise if **your** bank is in Ireland or the United Kingdom and if **you** give **us** **your** bank details at the time **you** accept **our** offer. **We** can then transfer the **money** into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

General terms which apply to the whole of this insurance

General exclusions

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

This insurance does not cover the following.

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by **domestic employees**.
2. Loss, damage, costs or expenses arising directly or indirectly from:
 - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent; or
 - b. any failure in the supply of gas, water, electricity or phone service to **your home**;
and caused by or resulting from an **act of terrorism**.
3. **Your** liability arising out of transmission of a computer virus.
4. Loss or distortion of information resulting from computer error or malfunction or computer virus.
5. Loss of, or damage to, or the cost of replacing, any computer related equipment, arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
6. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
7. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
8. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
9. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other insurance.
10. Loss, damage or liability arising directly or indirectly from or in connection with **space perils**.
11. Damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly or indirectly caused by:
 - a) A **cyber attack** or fear or threat of a **cyber attack**;
 - b) A **hacker** or fear or threat of a **hacker**;
 - c) **Computer or digital technology error**;
 - d) **Social engineering communication**; or
 - e) The item's digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other damage, loss, cost or expense insured under this section which is caused by the **cyber attack, hacker, computer or digital technology error** or **social engineering communication**.

Section 1: Buildings and tenant's improvements

Please read **your schedule** to see if the **buildings** or **tenant's improvements** are covered.

The general terms including general conditions, general exclusions and claims conditions and the extra exclusions below all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within the general terms.

What is covered

We will insure the **buildings** or **tenant's improvements** up to the **amount insured** against physical loss or physical damage which happens during the **period of insurance**.

How much we will pay

We will pay up to the **amount insured** unless limited below or in **your schedule**. The **amount insured** applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

We will pay the cost of rebuilding or repairing the damaged **buildings** including the following reasonable and necessary fees and extra expense involved in rebuilding or repairing the **buildings**:

1. fees to architects, surveyors and consulting engineers;
2. the cost of clearing the site and making the **buildings** safe; and
3. the cost of doing anything required by any government or local authority. This applies only if:
 - a. **you** received notice of the requirement after the damage happened; and
 - b. the **buildings** were originally built in line with any government and local authority regulations in force at that time.

We will not pay for the cost of preparing a claim.

We will normally expect **you** to have repairs carried out, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount which **we** both consider fair.

For **tenants improvements** **we** will decide whether **we** repair or replace the damaged parts.

Extended replacement cost

If **you** have had a **buildings** valuation carried out on **your home** within the last five years by a valuer approved by **us** and the **amount insured** reflects this valuation, the **buildings** are insured on an extended replacement cost basis. This means that **we** will pay the full cost of rebuilding or repairing any damage, even if it is more than the **amount insured**. **We** will only do this if **you** tell **us** about any additions, alterations or improvements **you** have made to the **buildings** since the valuation was carried out and **you** amend the **amount insured** to reflect the work.

For **protected structures**, the maximum **we** will pay is up to 20% of the rebuild cost.

Other cover

A.

The following covers apply automatically if the **buildings** are covered under this section.

Buying a new home

If **we** already insure the **buildings** of **your primary residence** and **you** are buying a new main residence within Ireland during the **period of insurance**, **we** will automatically cover the **buildings** at the new address while **you** are arranging insurance for them. This cover only applies to physical loss or physical damage caused by fire, up to the **amount insured** for the **buildings** of **your** existing main residence. The cover is in force from the time **you** exchange contracts until **your** new insurance starts or the purchase is complete but for no longer than 60 days. However, **we** will only do this if the **buildings** at the new address are not insured by the vendor, and provided they are in a good state of repair.

Section 1: Buildings and tenant's improvements

Selling your home

If **you** are selling the **buildings** covered under this section, **we** will cover the **buildings** for the buyer from the time **you** exchange contracts to the time the sale is complete, but only within the **period of insurance**. However, **we** will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance.

B.

We will also include the following covers. However, these additional covers do not apply in respect of 'Selling **your home**' or premises insured under 'Buying a new home'.

Alternative accommodation

If **your home** cannot be lived in because of:

1. physical loss or physical damage **we** have agreed to pay;

2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting **you** from accessing **your home**. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to **your home**; or

3. a local authority or emergency service issuing an instruction to leave **your home** or prohibiting **you** from accessing **your home** which lasts for more than 24 consecutive hours;

we will cover the costs for alternative accommodation on a like-for-like basis, including **your home** office and accommodation for **your** horses and domestic pets.

If this occurs at **your primary residence**, the most **we** will pay is 15% of the total sum insured shown on the **schedule** or €500,000 for each incident of loss, whichever is the lesser. If this occurs at a **secondary property**, the most **we** will pay is 15% of the total sum insured on the **schedule** or €250,000 for each incident of loss, whichever is the lesser.

You must provide all relevant receipts and invoices.

Carpets, curtains and appliances

If **your home** is rented out unfurnished, **we** will also insure **your** carpets, curtains domestic appliances under this section against physical loss or physical damage occurring during the **period of insurance**, provided they are not insured elsewhere.

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. The most **we** will pay in total for each incident of loss is €7,500.

Domestic utility expenses

If **we** have agreed to pay **your** claim for physical loss or physical damage to the solar panels attached to **your home** or wind turbines at the address shown in the **schedule**, **we** will also pay **you** for the loss of income which would have been payable to **you** from **your** energy supplier had such a loss not occurred.

This cover will start from the date on which physical loss or physical damage happens and will continue until such time as **you** are able to generate **your** own electricity, but for no longer than 45 days.

The most **we** will pay is €30,000 or 15% of the insured cost of repairs, whichever is the lesser.

Emergency access

The most **we** will pay is €30,000 or 15% of the insured cost of repairs, whichever is the lesser, following forcible access to **your home** due to a medical emergency or to mitigate physical loss or physical damage insured under this section.

Section 1: Buildings and tenant's improvements

| | |
|------------------------|---|
| Environmental upgrades | <p>If we have agreed your claim for physical loss or physical damage under this section and as part of the agreed repair costs you decide to install a solar, wind or geothermal power generating system to your home, we will pay towards the cost of installing such a system. We will only do this if:</p> <ol style="list-style-type: none">1. the heating system at the home is physically damaged and such damage is part of the loss or damage we have agreed to pay under this section;2. the covered loss we have agreed to pay is more than €12,000; and3. at the time of loss, there is no solar, wind or geothermal power generating system installed at your home. <p>The most we will pay is €30,000 or 15% of the insured cost of repairs, whichever is the lesser.</p> |
| Finding a leak | <p>We will pay the costs incurred to find and access the point of escape of:</p> <ol style="list-style-type: none">1. a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system, which is likely to cause insured damage to the buildings, contents or fine art;2. a water leak from the underground service pipes serving your home for which you are legally responsible outside the home but at the address shown in the schedule. <p>The leak must happen during the period of insurance. The most we will pay is the amount insured for the buildings.</p> |
| Fire Brigade charges | <p>We will pay up to €10,000 in total during the period of insurance in respect of charges levied by The Fire Authority in controlling or extinguishing a fire at your home in circumstances which have given rise to or, but for the action of The Fire Authority, would have given rise to physical damage insured under this policy.</p> |
| Fly tipping | <p>We will pay up to €60,000 in total during the period of insurance to cover the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on your land at the address shown in your schedule without your permission.</p> |
| Garden | <p>We will pay to restore your garden only if it is damaged during the period of insurance by:</p> <ol style="list-style-type: none">1. fire;2. lightning;3. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or4. theft or vandalism. <p>We will not pay more than €5,000 to remove or replace any one tree, shrub or plant. The most we will pay in total during the period of insurance is 10% of the buildings amount insured, unless a higher amount is shown in the schedule.</p> |
| Home upgrades | <p>If we have agreed your claim for physical loss or physical damage caused by the escape of water or flood, we will also pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss. We will only do this if the covered loss we have agreed to pay is more than €12,000.</p> <p>The most we will pay for improvement works is €30,000 or 15% of the insured cost of repairs to the damaged property, whichever the lesser.</p> |

Section 1: Buildings and tenant's improvements

Rent owed to you

If **your home** cannot be lived in because of:

1. physical loss or physical damage **we** have agreed to pay;
2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting **you** from accessing **your home**. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to **your home**; or
3. a local authority or emergency service issuing an instruction to leave **your home** or prohibiting **you** from accessing **your home** which lasts for more than 24 hours in a row;

We will pay for rent which **you** cannot recover as landlord.

The most **we** will pay is 15% of the total sum insured shown on the **schedule** or €250,000 for each incident of loss, whichever is the lesser.

You must provide all relevant documentation.

Replacement locks

If the keys to external doors, windows, safes and alarms of **your home** are lost or stolen during the **period of insurance**, **we** will pay the cost of replacing the locks up to the **amount insured** for **buildings**. This cover is not subject to an **excess**.

Section 1: Buildings and tenant's improvements

What is not covered

The following extra exclusions apply to the whole of this section.

We do not cover the following.

1. Loss or damage caused by:
 - a. anything which happens gradually, including smoke, rising damp, wear and tear, gradual deterioration, rust or oxidation, **normal settlement**, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by frost damage to or water leaking from fixed water tanks, apparatus and pipes;
 - c. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets. However, this exclusion shall not apply if the total amount of all such claims during the **period of insurance** is less than €10,000;
 - d. moths, insects, rats, mice, squirrels, rodents or other vermin;
 - e. demolition, alteration, extension, repair, or any similar process; or
 - f. pollution or contamination.
2. Misuse, faulty workmanship or design, or the use of unsuitable or faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by storm or flood to gates, hedges, fences or wind turbines. This exclusion shall not apply to damage caused by falling trees or to the cost of removing a fallen tree in order to carry out any repairs to gates, fences or wind turbines damaged by falling trees.
6. Loss or damage caused by water leaking from fixed water tanks, apparatus and pipes while **your home** is unoccupied. This exclusion shall not apply if the heating throughout **your home** is maintained at a minimum temperature of ten degrees centigrade or **you** shut off and drain fixed water tanks, apparatus and pipes.
7. Loss or damage caused by subsidence, **heave** or **landslip**:
 - a. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges, fences or wind turbines, unless the main house is also physically damaged at the same time; or
 - b. to solid floors unless the load bearing walls are physically damaged at the same time.
8. Loss or damage caused by coastal or river erosion.
9. Loss or damage while the **home** is unfurnished unless the damage is caused by fire, lightning or explosion.
10. Loss or damage while the **home** is unfurnished unless the damage is caused by fire, lightning, or explosion.
11. The amount of the excess. However, we agree to waive your excess for any claim:
 - a. for replacement locks and emergency closure; or
 - b. **we** have agreed to pay which is more than €25,000 and which is not subject to any compulsory **excess** shown in the **schedule**. **We** will reduce this waiver of **your excess** to €18,000 if **your policy** has continuously been in force with **us** for the last three years.

Section 2: Contents, fine art and valuables

Please read **your schedule** to see if the **contents, fine art**, and **valuables** are covered.

If **your schedule** says that **tenant's improvements** are covered, please refer to Section 1 for details of the cover.

The general terms including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within the general terms.

What is covered

We will insure the **contents, fine art** and **valuables** up to the **amount insured** against physical loss or physical damage which happens anywhere in the world during the **period of insurance**.

How much we will pay

Contents

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear.

Specific limits

For a covered loss to the following types of **contents**, **we** will not pay more than the amounts shown, unless a higher amount is shown in the **schedule**. These special limits do not increase the amount of coverage on **your contents** or on any item covered elsewhere in this **Policy**. The most **we** will pay in total for each incident of loss for:

1. **valuables**, gold, silver, and gold- and silver-plated items is €10,000;
2. **outdoor items** is up to the **contents amount insured**;
3. rowing boats, dinghies and sailboards is €15,000;
4. trailers and non-motorised horseboxes is €15,000;
5. quad bikes, motorbikes, electric bikes, e-scooters, golf buggies, domestic gardening equipment and wheelchairs is €15,000;
6. retrieving **your** personal digital data and digital photographs or digital video from **your** computer is €15,000;
7. replacing **your** personal digital music and digital video downloaded to **your** computer is €15,000;
8. **home** office supplies is €15,000

Fine art and valuables

Items, pairs and sets worth more than €55,000 each for **fine art** and more than €27,500 each for **valuables** must be specified individually.

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment **we** make will take account of the increased value.

1. For specified items individually listed in a specification held by **us** or **your** insurance agent

For **fine art**, if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item.

For **valuables**, if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item.

If **we** repair a damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the value shown for that item in the specification.

If the item is lost or destroyed, **we** will pay the value shown for that item in the specification.

If a valuable item or item of **fine art** has had a professional valuation carried out within the last three years and the values in the specification held by **us** or **your** insurance agent reflect this valuation, **we** agree to insure these items on an increased value basis.

Section 2: Contents, fine art and valuables

This means that **we** will pay the value of the item at the time of loss even if it is more than the value shown for that item in the specification. The most **we** will pay for **fine art** is an additional 25% of the value shown for that item in the specification held by **us** or **your** insurance agent. In no event will **we** pay more than €100,000 in total for each incident of loss. The most **we** will pay for **valuables** is the total amount of all the values shown for **valuables** in the specification held by **us** or **your** insurance agent.

2. For unspecified items not individually listed in a specification held by **us** or **your** insurance agent but included within the **amount insured** for **fine art** or **valuables**.

We will decide whether **we** repair, replace or make a cash settlement for any lost or damaged item. If **we** choose to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** repair it, **we** will also pay for any loss in value.

The most **we** will pay for any one item, pair or set is:

- €55,000 for **fine art**;
- €27,500 for **valuables**.

The most **we** will pay in total for each incident of loss is the **amount insured**.

Full payment

If **we** pay the full **amount insured** for an item, pair or set, **we** will then have the right to take possession of it.

Recovered property

If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within 60 days. **We** will charge:

1. the amount **we** paid for **your** claim plus interest and loss adjustment and recovery expenses; or
2. the fair market value of the item at the time **we** recover it; whichever the lesser.

Other cover

The following covers apply automatically if the **contents** are covered. The amounts shown below are in addition to the **amount insured** for **contents**.

Acquired disability

We will pay up to €100,000 towards the cost of reasonable and necessary alterations to the **home** to enable **you** to live there unassisted if **you** have become permanently physically disabled as a direct result of a sudden and unforeseen accident during the **period of insurance**.

We will only do this if:

1. **we** agree to the alterations and **our** contribution towards them before the alterations are carried out; and
2. **you** allow a medical adviser chosen by **us** to examine **you** and to see all medical records, if **we** consider it necessary.

For the purpose of this extension:

1. the definition of '**you**' does not include **domestic employees** who live in the **home**;
2. permanently physically disabled means:
 - a. that **you** have permanently lost all use of a complete arm, hand, foot or leg; or
 - b. that **you** are registered blind.

Section 2: Contents, fine art and valuables

Alternative accommodation

If **your home** cannot be lived in because of:

1. physical loss or physical damage **we** have agreed to pay;
2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting **you** from accessing **your home**. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to **your home**; or
3. a local authority or emergency service issuing an instruction to leave **your home** or prohibiting **you** from accessing **your home** which lasts for more than 24 hours in a row;

we will cover the costs for alternative accommodation on a like-for-like basis, including **your home** office and accommodation for **your** horses and domestic pets.

If this occurs at **your primary residence**, the most **we** will pay is 15% of the total sum insured shown on the **schedule** or €500,000 for each incident of loss, whichever is the lesser. If this occurs at a **secondary property**, the most **we** will pay is 15% of the total sum insured shown on the **schedule** or €250,000 for each incident of loss, whichever is the lesser.

You must provide all relevant receipts and invoices.

Book debts

We will pay **you** up to €12,000 for amounts owed to **you** which **you** are unable to recover as a direct result of physical loss of or physical damage to **your home office business** accounts records during the **period of insurance**, provided the loss or damage is covered under this section.

Business records

If **your home office business** records and electronic data are lost or damaged as a result of physical loss or physical damage covered under this section, **we** will pay up to €12,000 for the reasonable and necessary cost of reconstituting the data **you** need to continue **your** business.

We will not pay for the value to **you** of the lost information.

Death of the artist

We will increase the insured value of any item listed in the specification for **fine art** by up to 100% if the artist dies during the **period of insurance**. **We** will only do this for the six months immediately following the death of that artist and provided **you** can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any loss or damage. **You** must be able to prove the increased value if **you** make a claim for that item.

We will also reimburse **you** for any costs or expenses **you** have paid but are unable to recover on works of **fine art** commissioned by **you** which remain incomplete at the time of the artist's death. **We** will only do this if the artist dies during the **period of insurance** and **you** are legally entitled to a refund of such costs or expenses.

The most **we** will pay for any increase in value or irretrievable costs or expenses is €150,000 in total during the **period of insurance**.

If **you** are unable to provide evidence of the costs or expenses that are legally due to **you** or a professional valuation or purchase receipt and proof of increased value then this extension will not apply.

Section 2: Contents, fine art and valuables

Defective title

If, during the **period of insurance**, someone claims that an item of specified **fine art** is not rightfully yours and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification if this is less. **We** will only do this if:

1. **you** bought the item during the period that the **fine art** has been insured with **us**;
2. **you** tell **us** about the claim during the **period of insurance**; and
3. **you** made reasonable enquiries about the item's provenance before **you** bought it. The most **we** will pay in total during the **period of insurance** is €100,000.

We do not cover any items **you** inherit or that were given to **you**.

Domestic heating fuel and metered water

We will pay up to the **amount insured** for **contents** for any accidental loss of:

1. domestic heating fuel from **your** fixed heating fuel tank;
2. metered water;

occurring during the **period of insurance**.

We will not pay for loss of metered gas.

Drones

We will cover **your drone** against physical loss or physical damage which happens during the **period of insurance**. **You** must ensure that:

1. **you** or the person in charge of the **drone** maintain direct, unaided visual contact with it sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures;
2. no item, either with or without parachute, is dropped from the **drone** so as to endanger persons or property;
3. **you** or the person in charge of the **drone** only fly it if reasonably satisfied that the flight can safely be made;
4. **you** or the person in charge of the **drone** do not fly it:
 - a. in any controlled airspace;
 - b. within an aerodrome traffic zone;
 - c. at a height of more than 120 meters above the surface.

If **you** make a claim under this insurance and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we**, may refuse the claim or reduce the amount of any payment **we** make for the claim.

The most **we** will pay is the **amount insured** for **contents**.

We do not cover:

1. loss or damage to **your drone** while being raced;
2. any **drone** exceeding seven kilograms in weight or such other weight limit stipulated by the Irish Aviation Authority Small Unmanned Aircraft (Drones) and Rockets Order 2015 as constituting a small unmanned aircraft.

Section 2: Contents, fine art and valuables

| | |
|---------------------------|--|
| Extended replacement | <p>If you have had a professional valuation carried out on your contents within the last three years and the amount insured reflects this valuation, the contents are insured on an increased value basis. This means that we will pay the full cost of replacing or repairing any damage, even if it is more than the amount insured. We will only do this if you tell us about any additions since the valuation was carried out and you amend the amount insured to reflect this. In no event will we pay more than an additional 25% of the amount insured in total for each incident of loss.</p> |
| Freezer contents | <p>We will pay up to the amount insured for contents for the costs involved in replacing the contents of your freezer or refrigerator as a result of physical loss or physical damage covered under this section. This cover is not subject to an excess.</p> |
| Garden | <p>We will pay to restore your garden only if it is damaged during the period of insurance by:</p> <ol style="list-style-type: none">1. fire;2. lightning;3. collision or impact by a vehicle or aircraft or by falling lampposts, telegraph poles or pylons; or4. theft or vandalism. <p>We will not pay more than €5,000 to remove or replace any one tree, shrub or plant. The most we will pay in total during the period of insurance is 10% of the contents amount insured, unless a higher amount is shown in the schedule.</p> <p>We will not pay for trees, shrubs and plants under this section if we pay to restore your garden under Section 1 of this policy as a result of the same incident.</p> |
| Home upgrades | <p>If we have agreed your claim for physical loss or physical damage caused by the escape of water or flood, we will also pay towards the cost of improvements intended to mitigate or prevent a future occurrence of the same loss. We will only do this if the covered loss we have agreed to pay is more than €12,000.</p> <p>The most we will pay for each incident of loss is €30,000 or 15% of the insured cost of repairs to the damaged property, whichever the lesser.</p> <p>We will not pay for home upgrades under this section if we pay for home upgrades under Section 1 of this policy as a result of the same incident.</p> |
| Hole in one | <p>We will pay you up to €600 towards the cost of celebrating your 'hole in one' during an official golf competition round during the period of insurance.</p> <p>We will only pay your claim if you provide us with your scorecard and certification form signed by your club or match secretary.</p> <p>The most we will pay in total for all such claims covered during the period of insurance is €3,500.</p> |
| Increased cost of working | <p>We will pay you for your increased cost of carrying on your home office business caused only and directly by the following:</p> <ol style="list-style-type: none">1. physical loss of or physical damage to your buildings or contents which is covered under this insurance;2. an accidental failure in the supply of gas, water, electricity, telephone or internet service to your home for more than 24 consecutive hours during the period of insurance. <p>This cover will start from the date on which the physical loss or physical damage happens or the service interruption starts and it will continue until you are able to start work at your home.</p> <p>The most we will pay is €50,000.</p> |

Section 2: Contents, fine art and valuables

Marquees

We will insure a marquee that **you** hire temporarily while it is at the premises shown in the **schedule** against physical loss or physical damage covered under this section which happens during the **period of insurance**, provided it is not insured elsewhere. This includes any associated lighting, heating and furnishings belonging to the marquee contractor.

The most **we** will pay in total for each incident of loss is €50,000.

Money and bank cards

Your money and **bank cards** are insured against physical loss or physical damage covered under this section which happens during the **period of insurance** anywhere in the world.

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

The most **we** will pay for **bank cards**, including unauthorised use, in total for each time **your bank cards** are lost or stolen is €50,000.

The most **we** will pay for **money** in total for each incident of loss is €10,000.

New possessions

We will allow an increase in the amounts insured for **contents, fine art** and **valuables** of up to 25% for each category to cover any items **you** acquire during the **Period of insurance**. **We** will only do this if **you** tell **us** about the new possession **at renewal**, adjust the sum insured and pay the extra premium. This applies separately to each insured location.

Any items that are only intended to be in **your** possession for a short time, such as presents for other people, are covered automatically for up to 90 days, as long as they do not increase the **amount insured** for **contents** by more than 25%.

Personal documents

We will pay up to the **amount insured** for **contents** for the costs involved in replacing or reconstituting personal documents or title deeds, as a result of physical loss or physical damage covered under this section.

Personal property of

We will insure the personal property belonging to **your** visitors and **domestic employees** visitors and domestic who do not live in the **home** against physical loss or physical damage covered under this employees section occurring in the **home** during the **period of insurance**. The most **we** will pay is the **amount insured** for **contents** or any relevant specific limit.

Rent owed to you

If **your home** cannot be lived in because of:

1. physical loss or physical damage **we** have agreed to pay;
2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting **you** from accessing **your home**. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to **your home**; or
3. a local authority or emergency service issuing an instruction to leave **your home** or prohibiting **you** from accessing **your home** which lasts for more than 24 hours in a row;

we will pay for rent which **you** cannot recover as landlord.

The most **we** will pay is 15% of the total sum insured shown on the **schedule** or €250,000 for each incident of loss, whichever is the lesser.

You must provide all relevant documentation.

We will not pay for rent under this section if **we** pay for rent under Section 1 of this **policy** as a result of the same incident.

Section 2: Contents, fine art and valuables

Rent you owe

If **your home** cannot be lived in because of:

1. physical loss or physical damage **we** have agreed to pay;
2. physical loss or physical damage to a neighbouring property which results in a local authority or emergency service prohibiting **you** from accessing **your home**. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the damage occurred to **your home**; or
3. a local authority or emergency service issuing an instruction to leave **your home** or prohibiting **you** from accessing **your home** which lasts for more than 24 hours in a row;

We will pay for rent which **you** have to pay as a tenant.

If this occurs at **your primary residence**, the most **we** will pay is 15% of the total sum insured shown on the **schedule** or €500,000 for each incident of loss, whichever is the lesser. If this occurs at a **secondary properties**, the most **we** will pay is 15% of the total sum insured shown on the **schedule** or €250,000 for each incident of loss, whichever is the lesser.

You must provide all relevant documentation.

We will not pay rent for more than three years. **We** will not pay this benefit if **we** pay you for alternative accommodation as a result of the same loss.

Replacement locks

If the keys to external doors, windows, safes and alarms of **your home** are lost or stolen during the **period of insurance**, **we** will pay the cost of replacing the locks up to the **amount insured for contents**. This cover is not subject to an **excess**.

We will not pay for the cost of replacing locks under this section if **we** pay to replace **your** locks under Section 1 of this **policy** as a result of the same incident.

Residential care

We will insure **your** parents or grandparents household goods, clothing and personal property against physical loss or physical damage covered under this section occurring in the nursing or care **home** where they reside. The most **we** will pay in total for each incident of loss is up to the **contents amount insured** but not more than the 'Specific limits' shown under How much **we** will pay.

This cover does not apply to **money**.

For the purposes of this cover, the definition of **you, your** means the person named as the insured in the **schedule** and their spouse or common-law partner residing at the **home**.

Section 2: Contents, fine art and valuables

What is not covered

The following extra exclusions apply to the whole of this section.

We do not cover the following.

1. Loss or damage caused by:
 - a. anything which happens gradually, including smoke, rising damp, wear and tear, or gradual deterioration, rust or oxidation, **normal settlement**, warping or shrinkage, rot, fungus, mould or infestation;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by fire or by water leaking from fixed water tanks, apparatus and pipes damaged by frost;
 - c. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets. However, this exclusion shall not apply if the total amount of all such claims during the **period of insurance** is less than €10,000;
 - d. moths, insects, rats, mice, squirrels, rodents or other vermin;
 - e. pollution or contamination.
2. Misuse, faulty workmanship or design, or the use of faulty materials.
3. The cost of maintenance or routine redecoration.
4. Mechanical or electrical faults or breakdown.
5. Loss or damage caused by water leaking from fixed water tanks, apparatus and pipes while **your home** is unoccupied. This exclusion shall not apply if the heating throughout **your home** is maintained at a minimum temperature of ten degrees centigrade or **you** shut off and drain fixed water tanks, apparatus and pipes.
6. Loss or damage caused by coastal or river erosion.
7. Quad bikes, motorbikes, electric bikes, e-scooters, golf buggies, domestic gardening equipment or wheelchairs while they are being used.
8. Rowing boats, dinghies or sailboards while they are being raced.
9. Loss of or damage to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported.
10. Any property belonging to visitors and **domestic employees** that is insured elsewhere.
11. Loss caused by **you** not receiving goods or services **you** have paid for.
12. The amount of the **excess**. However, **we** agree to waive **your excess** for any claim:
 - a. for replacement locks, emergency closure, hole in one and the **contents of your** freezer; or
 - b. **we** have agreed to pay which is more than €25,000 and which is not subject to any compulsory **excess** shown in the **schedule**. **We** will reduce this waiver of **your excess** to €18,000 if **your policy** has continuously been in force with **us** for the last three years.

Section 3: Your liabilities

Please read **your schedule** to see if **your** liabilities are covered.

The general terms including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

You should refer to 'what to do when a loss occurs' within general terms to see what **you** need to do in the event of an accident which could lead to a claim against **you**.

1. Your liability to other people

What is covered

a. **Your liability as owner or occupier of the home**

We will cover **you** against any claim for damages which **you**, as owner or occupier, may legally have to pay for an accident in or about the **home** which causes bodily injury or physical damage to property and happens during the **period of insurance**, provided that the claim is not excluded under this section or the general exclusions.

b. **Your personal liability**

If **your contents** are insured under Section 2 of this **policy we** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance**, provided that the claim is not excluded under this section or the general exclusions. This cover applies anywhere in the world.

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

The most **we** will pay for any one accident or claim is the **amount insured**. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

We will also pay any costs and expenses that **we** agree to in advance to defend the claim.

Other cover

A. The following covers apply automatically if **your** liability as owner of the **home** is covered under this section.

Drones

We will cover **you** against any claim for damages which **you** may legally have to pay following an accident involving **your drone** which causes bodily injury or physical damage to property and happens during the period of insurance. The most **we** will pay in total for all such claims covered in the period of insurance is €1,000,000 including costs and expenses.

You must ensure that:

1. **you** or the person in charge of the **drone** maintain direct, unaided visual contact with it sufficient to monitor its flight path in relation to other aircraft, persons, vehicles, vessels and structures;
2. no item, either with or without a parachute, is dropped from the **drone** so as to endanger persons or property;
3. **you** or the person in charge of the **drone** only fly it if reasonably satisfied that the flight can safely be made;
4. **you** or the person in charge of the **drone** do not fly it:
 - a. in any controlled airspace;
 - b. within an aerodrome traffic zone;
 - c. at a height of more than 120 metres above the surface.

Section 3: Your liabilities

If **you** make a claim under this insurance and **we** determine that the loss, damage, liability, cost or expense that has resulted in a claim has been caused or adversely impacted directly by **your** failure to comply with **your** obligations under this condition, **we** may refuse or withdraw from the claim or reduce the amount of any payment **we** make for the claim.

Newly acquired land

We will cover **you** on the same basis for **your** legal liability as owner of any land **you** acquire in Ireland during the **period of insurance**, provided the land has not been acquired for property development, farming activities or any business pursuits and provided there are no **buildings** on it. **You** must notify **us** within 60 days of the acquisition and pay the full additional premium **we** require. If **you** do not notify **us** within the time allowed, **we** reserve the right not to pay a claim.

The most **we** will pay under this extension is €1,500,000 including any costs and expenses. **We** agree to in advance to defend the claim.

B.

The following cover applies automatically if **your** personal liability is covered under this section.

Court awards **you** cannot recover

If, within three months, **you** have not received the full amount of any damages and taxed costs awarded to **you** in a personal capacity during the **period of insurance** by any court of law of law in Ireland for bodily injury or property damage, **we** will pay **you** the amount **you** are owed up to €7,500,000.

We will only do this if:

1. the incident giving rise to the injury or damage did not occur in the course of **your home office business** or any other business, profession or occupation; and
2. **we** would have covered **your** liability if **you** had caused the injury or damage; and
3. **you** are not waiting for an appeal on the judgment.

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

Section 3: Your liabilities

What is not covered

The following extra exclusions apply to 'Your liability to other people'.

We do not cover the following.

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under part 2 of this section).
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than physical damage to property for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
 - a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**, other than:
 - i. any land covered under the Newly Acquired Land extension; or
 - ii. damage to property for which **you** as tenant are legally liable to the owner;
 - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your home** from which **you** derive a revenue, other than renting **your** home, **incidental farming** and **your home office business**;
 - c. passing on any infectious disease or any virus, syndrome or illness;
 - d. any aircraft, other than **your drone**;
 - e. any **drone**:
 - i. while being raced;
 - ii. any **drone** exceeding seven kilograms in weight or such other weight limit stipulated by the Irish Aviation Authority Small Unmanned Aircraft (Drones) and Rockets Order 2015 as constituting a small unmanned aircraft;
 - f. jet skis, wet bikes, surf jets or any watercraft other than rowing boats and dinghies under 12 feet or 3.6 metres in length and sailboards;
 - g. any mechanically propelled vehicle, other than quad bikes, motorbikes under 51cc, electric bikes, e-scooters, golf buggies, domestic gardening equipment, mobility scooters and wheelchairs. The most **we** will pay in total for all such claims covered in the **period of insurance** is €1,000,000, including costs and expenses;
 - h. any quad bike, motorbike under 51cc, electric bikes, e-scooters, golf buggy, domestic gardening equipment, mobility scooter wheelchair, trailer or non-motorised horsebox while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
 - i. any animal other than **incidental farming** livestock or a horse or domestic pet, provided such pet is not a certain breed or type of dog that has special controls imposed on it by the Control of Dogs Regulations 1998 (or any subsequent amending regulations) or is not a dog treated as 'dangerous' under the Control of Dogs Act 1986 (or any subsequent amending legislation); or
 - j. any contract, unless **you** would have been liable by law if the contract had not existed.

Section 3: Your liabilities

4. **Your** liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident which happened in Ireland during the **period of insurance** and:
 - a. **you** tell us about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
 - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

The most **we** will pay in total for all such claims covered in the **period of insurance** is €7,500,000, including costs and expenses.

5. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
6. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third-party for a fee.
7. **Your** liability for fines or penalties, or for damages which are only intended to punish you or to make an example of **you**.
8. **Your** liability for physical damage to third party property which arises gradually over time or due to a failure to carry out preventative maintenance.

Section 3: Your liabilities

2. Your liability to your employees

What is covered

If **your contents** are covered under Section 2 of this **policy we** will cover **you** up to €15,000,000 against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or disease to **your domestic employees**, provided **your** liability is not excluded under this section or the general exclusions. The accident must happen during the **period of insurance** and arise from the work the **domestic employees** are employed to do for **you** in Ireland or while on temporary trips abroad from Ireland. This includes costs and expenses **we** agree to in advance to defend the claim. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

For the purpose of this part of this section only, **your domestic employees** will include people **you** employ for:

- a. **your home office business**, provided **you** have no more than five **home office business** employees;
- b. **incidental farming** work, provided **your incidental farming** employees do not work more than 1,000 hours between them during the **period of insurance**.

What is not covered

The following extra exclusions apply to 'Your liability to your employees'.

We do not cover the following.

1. **Your** liability arising out of:
 - a. any work your **domestic employees** do for **you** other than **domestic duties, home office business** or **incidental farming** duties;
 - b. **your domestic employees'** work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the **period of insurance**;
 - c. passing on any infectious disease or any virus, syndrome or illness; or
 - d. any mechanically propelled vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
2. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
3. Amounts **you** are legally liable to pay following any judgment or award given or made outside the courts of Ireland or any member state of the European Union. This exclusion also applies to the enforcement of any such award in a court in Ireland or within the European Union.

Section 4: Travel

Please read **your schedule** to see if this section applies and who is covered.

The general terms including general conditions, general exclusions and claims conditions, and the extra definitions, conditions and exclusions shown below all apply to this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within the general terms.

Extra definitions

| | |
|------------------------------------|--|
| Accidental bodily injury | An identifiable physical injury (including illness solely and directly resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the insured trip . |
| Hi-jack | The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which you are travelling. |
| Insured peril | A strike, riot, civil commotion, fire, flood, earthquake, tsunami, volcanic activity, landslip , avalanche, bad weather, accident or mechanical breakdown. |
| Insured trip | <p>A trip which takes place during the period of insurance and is expected to last for no longer than 90 days or 30 days for a winter sports trip. (Trips to the United States of America or Canada are limited to a maximum period of 90 days in total during the period of insurance. This limitation is not restricted to any single trip but applies to any and all trips you take during the period of insurance.)</p> <p>If your trip continues beyond 90 days or 30 days for a winter sports trip, we will continue to provide cover but only in the following circumstances:</p> <ol style="list-style-type: none">1. you are involved in a hi-jack or kidnap during your trip. We will then extend your trip for up to an extra 12 months while you are being held. No extra premium will be due for this extended period of cover;2. you cannot end your trip as originally planned because of circumstances beyond your control. We will then extend cover for your trip for up to an extra 30 days. No extra premium will be due for this extended period of cover. <p>The trip starts from the time you leave your home in Ireland during the period of insurance and ends at the earlier of:</p> <ol style="list-style-type: none">1. the time you arrive back at your home in Ireland; or2. the expiry date of the period of insurance. If any trip continues beyond the expiry date of the period of insurance we will continue to cover you but only if you have renewed this insurance with us. |
| Kidnap | The illegal actual taking and holding captive of you by people who then demand a ransom , from your assets, as a condition of your release. |
| Loss of eye | Permanent and total loss of sight in an eye. |
| Loss of limb | Permanent and total loss of use of an arm, hand, foot or leg. |
| Permanent total disablement | <p>Physical disablement which totally prevents you from working in your usual occupation, which lasts continuously for 12 calendar months and which at the end of that period, in the opinion of a qualified medical practitioner approved by us, is without prospect of improvement.</p> <p>If you do not have a full-time occupation, physical disablement which lasts continuously for 12 calendar months and is of such severity that it is improbable that you will ever be able to have gainful employment (other than employment specifically reserved for the disabled).</p> |

Section 4: Travel

Ransom

Cash or marketable goods or services surrendered by **you** or on **your** behalf to meet a kidnap demand.

You, your, yourself

The person named as the insured in the **schedule** aged 79 or less and all permanent members of that person's household aged 79 or less.

Extra conditions

Visits to high-risk areas

You are not covered under this section while visiting countries or areas against any recommendation or advice issued by the Department of Foreign Affairs or the Department of Health prior to **your** departure unless **we** give **our** prior written permission. If **we** agree to this extra cover, revised terms and conditions and an additional premium will apply.

Department of Foreign Affairs website: www.dfa.ie

Department of Health website: <http://health.gov.ie>

Injury or illness overseas

If injury or illness overseas results in the need for in-patient hospital treatment overseas or the possible need for emergency travel or repatriation **you** or someone on **your** behalf must call HISCOX ASSISTANCE on the number shown in **your schedule** as soon as possible. If not, **we** will not have to pay the claim.

If **you** have to pay any medical expenses outside Ireland, **you** must keep the original receipts and bills to support any request for payment under this section.

If **we** consider it necessary, **you** must allow a medical adviser chosen by **us** to examine **you** and to see all medical records.

We will not pay any medical expenses or personal accident benefit unless **you** see a suitably qualified medical practitioner as soon as possible after suffering illness or injury and follow any medical advice **you** are given.

What is covered and how much we will pay

We will pay up to the relevant **amount insured** for the following for each insured person and each **insured trip**.

1. Medical emergency travel and repatriation expenses

If **you** are injured or become ill during an **insured trip**, **we** will reimburse **you** up to the **amount insured** for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness.

Medical expenses

The costs incurred outside Ireland for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing **home** and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief.

We will not cover:

1. dental expenses other than those which are incurred in an emergency for immediate pain relief.
2. any costs or expenses incurred more than 12 months after the date **you** were injured or first became ill.

Emergency travel expenses

The extra travel and accommodation expenses incurred by **you** and up to two people who need to travel to **you**, remain with **you** or escort **you home** to Ireland if the qualified medical practitioner treating **you** says this is necessary.

Section 4: Travel

- Repatriation expenses The cost of sending **you** back to Ireland by the most suitable transport if **our** medical adviser in consultation with the qualified medical practitioner treating **you** agrees that this is necessary.
- We will not pay for **you** to be sent back more than 12 months after the date **you** were injured or first became ill.**
- Hospital in-patient benefit **We will pay the amount shown in the **schedule** for each complete 24-hour period **you** have to spend as a hospital in-patient outside of Ireland up to the **amount insured**. This is in addition to any amount paid for medical, emergency travel and repatriation expenses.**
- Hospital in-patient benefit is intended to contribute towards any reasonable incidental costs while **you** are in hospital. These costs include but are not limited to telephone calls, subsistence meals and drinks.
- Funeral expenses If **you** die during the **insured trip**, **we** will pay up to the **amount insured** shown in the **schedule** for funeral expenses abroad or the cost of transporting **you** back to Ireland. This is in addition to any amount paid for medical and emergency travel expenses.
2. Cancellation and curtailment The cancellation and curtailment cover described below apply if a booked trip is cancelled or an **insured trip** is cancelled or cut short as a direct result of any of the following circumstances happening during the **period of insurance**:
1. **your** death, accidental injury or illness;
 2. the death, accidental injury or illness of **your** travelling companion or **your** (or **your** travelling companion's) spouse or partner, close relative, fiancée or fiancé, business partner or someone **you** or **your** travelling companion are planning to stay with or conduct business with during the **insured trip**;
 3. the death of a close friend;
 4. **you**, **your** travelling companion or someone **you** are planning to stay with or conduct business with during the **insured trip** being:
 - a. put in quarantine;
 - b. called for jury service or as a court witness;
 - c. made redundant, as long as the redundancy qualifies for payment under current law;
 - d. required to be in Ireland following a burglary at or major damage to their **home**;
 5. major damage to **your** pre-arranged accommodation making it impossible for **you** to stay there;
 6. a hi-jack or kidnap which prevents **you** from starting or continuing the **insured trip**;
 7. the cancellation or delayed departure for 24-hours or more of the scheduled transport on which **you** are booked to travel because of an insured peril;
 8. **you** missing the scheduled transport on which **you** are booked to travel on **your** outward journey because **you** are unable to leave **your home** in Ireland for 24-hours or more or complete **your** journey due to heavy snow, flood, **landslip**, earthquake or severe storm. However, **you** must ensure that **you** have done everything **you** reasonably can to arrive at the departure point in good time.
- The cancellation cover described below also applies if **you** have to cancel an **insured trip** within the 48-hours prior to **your** scheduled date of departure, as a direct result of specific travel advice from the Department of Foreign Affairs or the Department of Health which is in force at any time during such 48-hour period, warning against travelling to that country or part of that country.

Section 4: Travel

Cancellation

We will reimburse **you** up to the **amount insured** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused travel, accommodation and pre-booked activities and excursions if **you** are unable to proceed with an **insured trip** prior to its commencement.

This cover also applies to bookings **you** make during the **period of insurance** and trips already booked at the start of the **period of insurance**.

All cover under this cancellation section ends at the expiry date of the **period of insurance** if **you** do not renew **your** travel insurance with **us**.

Curtailement

If the **insured trip** is cut short **we** will reimburse **you** up to the **amount insured** for:

1. the reasonable extra travel and accommodation expenses incurred by **you** to return home; and
2. **your** own unused travel, accommodation and pre-booked activities and excursions **you** have paid or legally have to pay and which cannot be recovered.

3. Missed travel arrangements

We will pay **you** up to the **amount insured** for the reasonable extra travel and accommodation expenses that **you** have to pay to continue or complete **your** journey if at any time during an **insured trip** **you** miss the scheduled transport on which **you** are booked to travel because:

1. **you** are prevented from reaching its departure point as a result of an **insured peril**; or
2. a fellow passenger or crew member on the transport in which **you** are travelling is injured or taken ill.

We will not make any payment for:

1. missed scheduled transport unless **you** have done everything **you** reasonably can to arrive at the departure point in good time.
2. missed travel arrangements:
 - a. due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked;
 - b. unless **you** provide written confirmation from the transport carrier, or a garage or motoring organisation where appropriate, of the delay and the reason for it;
 - c. due to avalanche or landslip where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at **your** intended resort.

4. Travel delay

If the scheduled transport on which **you** are booked to travel at either the start or the end of an **insured trip** has been delayed for more than eight hours because of an **insured peril**, **we** will pay the amount shown in the **schedule** for the period of delay up to the **amount insured**. This benefit is intended to contribute towards reasonable costs which include but are not limited to telephone calls, subsistence meals and drinks and essential toiletries.

We will not make any payment for:

1. travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked.
2. travel delay unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.

Section 4: Travel

5. Enforced extended stay

Extra accommodation

We will reimburse **you** up to the **amount insured** for the reasonable extra accommodation expenses which are necessarily incurred by **you** if the departure date of the scheduled transport on which **you** are booked to travel at the end of an **insured trip** has been delayed for longer than 24-hours as a direct result of an **insured peril** (or is confirmed in writing by the travel company or travel operator to be delayed for such period).

We will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

Extra travel expenses

We will reimburse **you** up to the **amount insured** for the reasonable extra travel expenses which are necessarily incurred by **you** in order to return **home** at the end of an **insured trip** if the departure date of the scheduled transport on which **you** are booked to travel has been delayed for longer than 72-hours as a direct result of an **insured peril** (or is confirmed in writing by the travel company or travel operator to be delayed for such period).

We will not make any payment towards costs such as telephone calls, subsistence meals and drinks and essential toiletries. These costs are covered under the travel delay section.

6. Temporary loss of baggage

If **your** baggage is temporarily lost for more than eight hours from the time of arrival on **your** outward journey **we** will pay up to the **amount insured** towards the cost of buying or hiring essential and reasonable replacement items.

7. Travel documents

If **you** lose or accidentally damage **your** essential travel documents during an **insured trip**, **we** will pay the cost of replacing them and reimburse **you** for the reasonable and necessary travel and accommodation expenses **you** incur in doing so.

The most **we** will pay is up to the **amount insured**.

8. Hi-jack and kidnap

We will pay up to the **amount insured** for each complete day that **you** are detained as the result of a hi-jack or kidnap which starts during an **insured trip**.

9. Sports activity extension

We will cover the following:

Equipment hire

We will pay the reasonable cost of hiring replacement equipment up to the amount shown in the **schedule** if **your** skis, snowboard, poles, ski boots, golf clubs, pedal cycles or scuba equipment are accidentally damaged, stolen or temporarily lost for more than eight hours during the **insured trip**.

Sports package

If **you** are unable to ski, snowboard, cycle, scuba dive or play golf due to illness or an injury during an **insured trip** and **you** have made a claim for medical expenses under this section for that illness or injury, **we** will pay up to the amount shown in the **schedule** for amounts **you** have paid or legally have to pay and which cannot be recovered for **your** own unused ski pass, green fees, equipment hire, excursion, tuition or guide.

Piste closure

We will pay up to the amount shown in the **schedule** for the reasonable extra travel expenses that **you** have to pay in order to reach the nearest alternative skiing area if all the winter sports facilities at **your** pre-booked resort are closed during an **insured trip** and no alternative area is available within **your** ski pass area.

Section 4: Travel

We will not make any payment for:

1. piste closure when you are on an **insured trip** which starts or ends outside that resort's declared ski season.
2. piste closure where the trip was booked within 14 days of the start date and it was widely known that an avalanche or landslip had occurred at your intended resort.

10. Personal accident

We will pay **you** the benefit shown in the **schedule** if **you** suffer accidental bodily injury during an **insured trip** which directly results in **your** death, loss of limb, loss of eye or permanent total disablement within 12 calendar months of the date of the accident.

The most **we** will pay in all in respect of one accidental bodily injury is the amount of the benefit shown in the **schedule**.

Section 4: Travel

What is not covered

The following extra exclusions apply to the whole of this section.

We will not make any payment for:

1. the **excess** shown in the **schedule** for medical expenses, emergency travel expenses, repatriation expenses and cancellation and curtailment.
2. loss arising from any trip within Ireland unless **you** have pre-booked accommodation or travel and the trip is for a minimum of two nights. However, this exclusion does not apply to the cover for medical expenses.
3. any travel, accommodation, activity or excursion expenses which any transport company, tour operator, travel association or financial protection scheme has agreed to pay or is obliged to pay.
4. any trip that:
 - a. is for the purpose of having medical or surgical treatment;
 - b. is booked or made by anyone who is under 16 years old at the start of the trip unless he or she is on an organised school trip or is to be accompanied for the whole trip by an adult.
5. cancellation or curtailment of any trip because of a medical condition, unless **you** provide a doctor's certificate to support **your** claim.
6. any claim:
 - a. for medical expenses arising out of a medical condition:
 - i. which **you** knew about at the time the **insured trip** was booked or began;
 - ii. for which **you** are awaiting tests or the results of such tests when **you** booked or began the **insured trip**;
 - iii. for which **you** are scheduled to undergo treatment for such condition when **you** booked or began the **insured trip**;unless the condition is normally stable, under control and **you** have not been required to have more than one check-up or in-patient treatment, or emergency medical care in the preceding 12 months.
 - b. arising out of a medical condition where **you** have been advised not to travel by **your** medical practitioner;
 - c. arising out of a set of circumstances which **you** knew about or could reasonably be expected to have known about at the time the **insured trip** was booked or **your** travel cover came into effect unless **you** could not reasonably have expected such circumstances to result in a claim;
 - d. resulting from **you** taking or using drugs or controlled substances, other than drugs prescribed by **your** doctor and used in accordance with **your** doctor's instructions;
 - e. resulting from **you** committing suicide, deliberately injuring yourself or putting yourself in unnecessary danger, unless trying to save a human life;
 - f. resulting from any criminal act by **you**.
7. the cost of any medication **you** need and were taking before the start of the **insured trip**.

Section 4: Travel

8. any claim resulting from **you** taking part in any hazardous activity which is known to carry an increased risk of personal injury. A hazardous activity includes but is not limited to the following:
 - a. free-style skiing, ski jumping, ice hockey, use of bobsleigh runs, any competition (other than races organised by ski schools);
 - b. off-piste skiing unless **you** are accompanied;
 - c.
 - i. any unaccompanied dive;
 - ii. any dive involving visits to wrecks or caves;
 - iii. any dive beyond 30 metres in depth; or
 - iv. any other scuba diving activities unless you:
 - a) hold the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follow the relevant Club or Association rules and guidelines at all times; or
 - b) dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
 - d. potholing, caving, hang-gliding, parachuting, sky-diving, parascending, paragliding, parasailing, land yachting, mountaineering or rock-climbing for which ropes or guides would normally need to be used, bungee jumping;
 - e. white-water rafting unless **you** are accompanied by a suitably qualified guide in rapids classified Grade 3 and below;
 - f. any kind of race (other than on foot or swimming) or any endurance test.
9. any claim resulting from **you** taking part in:
 - a. any sporting activity for gain or reward;
 - b. armed forces activities including operations, exercises or training;
 - c. flying as a pilot or any other aerial activities other than travel by air as a passenger.
10. any claim directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease.

Hiscox Assistance

In the event of a medical emergency outside of Ireland, **you** should ring the number shown in **your schedule** for help and advice.

The number is open 24-hours every day. **You** must ring this number as soon as reasonably practicable if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation.

To help Hiscox Assistance deal with your emergency quickly, please have the following information available:

- your name;
- the telephone or facsimile number, or email address where you can be reached;
- the nature of the emergency;
- your Hiscox policy number.

Section 5: Family protection

You are automatically covered by this section.

The cover provided by this section is separate and distinct from the cover provided under Section 4.

The general terms including general conditions, general exclusions and claims conditions, and the extra definitions, conditions and exclusions shown below all apply to this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within the general terms. If **you** are the victim of a kidnap also refer to the extra conditions shown in this section.

Extra definitions

Additional costs

1. Costs of **your** own travel and accommodation during the period of the kidnap.
2. Costs of medical expenses incurred as a direct result of a kidnap.
3. A reward agreed by **us** which **you** pay to an informant for information which leads to the resolution of a kidnap.
4. Reasonable rest and rehabilitation expenses **you**, as the victim of a kidnap, or **your** family incur following **your** return.
5. Funeral expenses or the cost of transporting **your** remains to **your home** if **you**, as the victim of a kidnap, die as a direct result of a kidnap.

Air rage

A violent and unprovoked physical attack against **you** during the **period of insurance** by a person unknown to **you** while **you** are occupying an aircraft as a passenger.

Control Risks

Crisis management consultants recommended by **us**.

Disablement

Physical injury suffered during the **period of insurance** which results in the permanent and total loss of:

1. sight in an eye;
2. hearing;
3. use of a complete arm, hand, foot or leg;
4. speech;

within 12 calendar months of such physical injury.

Hijack

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which **you** are travelling.

Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

Kidnap

The illegal taking and holding captive of **you** by people who then demand a **ransom**, from **your** assets, as a condition of **your** release.

Medical expenses

The costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing **home** and ambulance charges. This includes dental expenses incurred in an emergency for immediate pain relief.

We do not include within medical expenses:

1. any costs incurred more than 12 months after the date **you** were first injured or first became ill;
2. the costs of any psychiatric services.

Section 5: Family protection

| | |
|---------------------------|---|
| Ransom | Cash or marketable goods or services surrendered by you or on your behalf to meet a kidnap demand. |
| Road rage | A violent and unprovoked physical attack against you or your chauffeur while you or your chauffeur are using a car or a motor vehicle which is owned, rented or used by you on a regular basis. |
| Stalking threat | An act(s) committed by any person with the intent to damage property owned by you or to harass, injure or harm you . The person committing the act(s) must be the subject of a court order or injunction issued to protect you and the act(s) must occur during the period of insurance . |
| Extra conditions | The requirements under the general terms all apply to this section. In addition, if a claim is made under this section you must submit to physical examination by a physician that we choose. We may also require a post mortem examination by a physician that we choose, unless prohibited by law. If we require a physical examination or a post mortem examination, this will be paid for by us . |
| Visits to high risk areas | <p>You are not covered under this section while visiting countries or areas against the recommendation or advice of the Department of Foreign Affairs or the Department of Health unless we give our prior written permission. If we agree to this extra cover, revised terms and conditions and an additional premium will apply.</p> <p>Department of Foreign Affairs website: www.foreignaffairs.gov.ie</p> <p>Department of Health website: www.dohc.ie</p> |
| If a kidnap occurs | <p>If a kidnap and ransom insured event occurs, you must:</p> <ol style="list-style-type: none">1. tell us and Control Risks about it as soon as possible and give us or them whatever information we or they need;2. tell the appropriate local authorities of the ransom demand, or allow Control Risks to do so, as soon as possible having regard to the personal safety of the victim;3. be able to show, when you make a claim for the ransom under this section, that the ransom was surrendered under duress. <p>Control Risks' telephone number is 01 238 1845.</p> |
| Confidentiality | You must take reasonable steps at all times to ensure that, as far as possible, no one else knows about the existence of the kidnap and ransom cover in your policy . |
| What is covered | |
| Aggravated assault | <p>We will cover you against death or disablement if you are physically injured during the period of insurance as a result of the use of force, violence or intimidation by a person who has stolen or attempted to steal any possession from you while you are away from your home.</p> <p>We will also cover the following costs or expenses reasonably and necessarily incurred as a direct result of such physical injury:</p> <ol style="list-style-type: none">1. medical expenses;2. salary you are unable to claim during the 60 day period from the date of your injury. <p>We do not cover any loss caused by you, your relatives, former relatives, partners or any person acting on your behalf.</p> |

Section 5: Family protection

Aggravated burglary

We will cover **you**, **your** visitors or **domestic employees** who do not live in the **home** against death or **disablement** if **you**, **your** visitors or **domestic employees** are physically injured during the **period of insurance** as a result of the use of force, violence or intimidation by a person who illegally enters **your home** or temporary place of residence. **We** will only provide this cover if **you**, **your** visitors or domestic employee's death or **disablement** occurs within 12 months of such physical injury.

We will also cover **you** for the following costs or expenses reasonably and necessarily incurred as a direct result of the physical injuries **you** sustain:

1. **medical expenses**;
2. psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such costs if they are incurred within 12 months of the date of injury;
3. salary **you** are unable to claim during the 60 day period from the date of **your** injury;
4. the costs that **you** have to pay to temporarily relocate away from **your home**;
5. the costs to improve **your home** security;
6. the cost of security consultancy and professional security guard services;
7. the costs that **you** have to pay, excluding stamp duty, if **you** permanently relocate away from the **home** at which an incident of loss occurred. **We** will only pay **your** permanent relocation expenses if **you** relocate within six months of the illegal entry to **your home** and if **your home** was not for sale prior to the incident.

We do not cover any loss caused by you, **your** relatives, former relatives, partners or any person acting on **your** behalf.

Air rage or hijack

We will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** are the victim of a **hijack** or an **air rage** incident:

1. **medical expenses**;
2. psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such costs if they are incurred within 12 months of the date of the **hijack** or **air rage** incident.
3. travel and accommodation expenses for a family member to be located closer to the hospital where **you** are receiving care or treatment.

Car jacking

We will cover **you** against:

1. costs and expenses reasonably and necessarily incurred for psychiatric services which are prescribed by a qualified medical practitioner;
2. death or **disablement**;

if **you** suffer a physical injury during the **period of insurance** as a result of the use of force, violence or intimidation during the theft or attempted theft of the motor vehicle (or property within the motor vehicle) in which **you** are travelling.

We will only provide this cover if the cost and expenses of psychiatric services or **your** death or **disablement** occurs within 12 months of such physical injury.

We do not cover any loss caused by **you**, **your** relatives, former relatives, partners or any person acting on **your** behalf.

Section 5: Family protection

Identity fraud

We will cover **you** for the following reasonable and necessary expenses **you** have to pay solely as a direct result of an **identity fraud**:

1. solicitor's fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature;
2. the cost of sending letters by certified post and making telephone calls to the Gardai, financial institutions and credit agencies;
3. fees charged when **you** re-apply for a loan that was originally rejected;
4. **your** lost earnings because **you** have to take time off work to talk to the Gardai, financial institutions or credit agencies.

An act, or a series of acts, against one of **you** by one person or group of people is considered to be one **identity fraud**.

We do not cover any **identity fraud** connected with **your** business, profession or occupation.

Kidnap and ransom

If **you** are the victim of a kidnap during the **period of insurance** **we** will cover **you** against the following:

1. a **ransom** which has been surrendered. If the **ransom** involves marketable goods or services, **we** will pay the actual cash value at the time of their surrender;
2. the fees and expenses of **Control Risks** for a maximum period of 30 days;
3. **additional costs**.

We do not cover the following:

1. any **ransom** surrendered in a face to face encounter involving the use or threat of force or violence unless it is surrendered by a person who is in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand;
2. any **ransom** surrendered at the place where the kidnap occurs unless it is taken there after receipt of the **ransom** demand and for the sole purpose of paying the **ransom**;
3. any act by **you** which would be a criminal offence if it was carried out by **you** in the same country as the kidnap;
4. any loss of salary unless **you** were in full time salaried employment at the time of the loss;
5. any loss caused by **your** committing suicide, deliberately injuring **yourself** or putting **yourself** in unnecessary danger.

Road rage

We will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** or **your** chauffeur are the victim of a **road rage** incident during the **period of insurance**:

1. **medical expenses**;
2. psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such costs if they are incurred within 12 months of the date of the **road rage** incident.
3. travel and accommodation expenses for a family member to be located closer to the hospital where **you** or **your** chauffeur are receiving care or treatment.

We do not cover any loss caused by any person acting on **your** behalf or any person who is known to **you** or **your** chauffeur.

Section 5: Family protection

Stalking threat

We will cover **you** against the following costs or expenses reasonably and necessarily incurred if **you** are the victim of a **stalking threat**:

1. the costs that **you** have to pay to temporarily relocate away from **your home**;
2. the costs to improve **your home** security;
3. cost of security consultancy and professional security guard services;
4. psychiatric services which are prescribed by a qualified medical practitioner. **We** will only cover such costs if they are incurred within 12 months of the first reported incident of a **stalking threat** against **you** during the **period of insurance**.

Section 5: Family protection

How much we will pay

The most **we** will pay in total during the **period of insurance** for aggravated assault, aggravated burglary, car jacking and **kidnap** and **ransom** is €125,000. However the most **we** will pay in total during the **period of insurance** for each of the following covers is:

1. €37,500 for **air rage**, **hijack** or **road rage**.
2. €37,500 for **identity fraud**.
3. €37,500 for **stalking threat**.

Specific limits

The following specific limits are included within, and are not in addition to, the amounts shown above. For a covered loss involving the benefits shown below **we** will pay **you** up to the following amounts for each incident of loss:

1. €37,500 (limited to €10,000 for **air rage** and **road rage**) for **medical expenses**.
2. €37,500 for loss of salary.
3. €37,500 (limited to €10,000 for **air rage** and **road rage**) for psychiatric services.
4. €10,000 for temporary relocation expenses.
5. €10,000 for permanent relocation expenses.
6. €10,000 for travel and accommodation expenses.
7. €10,000 for security expenses.
8. €10,000 for security advice.
9. €37,500 for **additional costs** but no more than:
 - a. €10,000 for a reward **you** pay to an informant;
 - b. €10,000 for rest and rehabilitation costs;
 - c. €10,000 for funeral expenses or cost of transporting **your** remains.
10. €100,000 for death (limited to €7,500 for under 16s).
 - €100,000 for total and irrecoverable loss of sight of both eyes.
 - €50,000 for total and irrecoverable loss of sight of one eye.
 - €100,000 for loss of two limbs.
 - €50,000 for loss of one limb.
 - €100,000 for total and irrecoverable loss of sight of one eye and loss of one limb.
 - €50,000 for loss of hearing.
 - €50,000 for loss of speech.
 - €100,000 for loss of speech and loss of hearing.
 - €100,000 for loss of speech or loss of hearing and loss of one limb or loss of eye.

Section 6: Family legal protection

You are automatically covered by this section.

All the general terms, except the claims conditions, apply to this section. What to do when **you** have a claim under this section is set out below. Some extra definitions and conditions for this section are also shown below.

To make sure **you** get the most from **your** cover, it will help if **you** keep the following points in mind:

How **we** can help

You can phone **us** at any time on 0818 670 747 to receive legal advice or to make a claim under this section. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **we** will provide **you** with a claim reference number. At this point **we** will not be able to confirm that **you** are covered but **we** will pass the information **you** have given **us** to **our** claims handling teams, and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to the Claims Department at the following address: Claims Department, ARAG Legal Protection Limited, 1 Hatch Saint Upper, Dublin 2, D02 PY28

When **we** cannot help

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Extra definitions

Appointed representative

The preferred law firm, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
- b. The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

ARAG Standard Appointment

The terms and conditions (including the amount **we** will pay to an **appointed** Terms of representative) that apply to the relevant type of claim.

Date of occurrence

- a. For civil cases (except under Insured Incident 5 – tax protection), the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events.
- b. For criminal cases, the date of occurrence is when **you** began or are alleged to have begun to break the criminal law in question.
- c. For full enquiries (Insured Incident 5 – tax protection), the date of occurrence is when the Revenue Commissioner first notifies in writing the intention to make enquiries.

Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services.

Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

Revenue audit

An examination by the Revenue of **your** self-assessment return for income tax or capital gains tax.

Secondary home

Private dwellings and/or private land in Ireland which is owned by **you**.

Territorial limit

- a. For Insured Incident 3 – bodily injury: anywhere in the world.
- b. For all other Insured incidents: Ireland.

Section 6: Family legal protection

Extra conditions

1. **You** must:
 - a. keep to the terms and conditions of this **policy**;
 - b. try to prevent anything happening that may cause a claim;
 - c. take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d. send everything **we** ask for, in writing;
 - e. give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
2.
 - a. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
 - b. If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
 - c. If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **you** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the ARAG Standard Terms of Appointment.
 - d. The **appointed representative** must co-operate with **us** at all times and must keep **us** up-to-date with the progress of the claim.
 - e. **We** will have direct contact with the **appointed representative**.
 - f. **You** must give the **appointed representative** any instructions that **we** require.
3.
 - a. **You** must tell **us** if anyone offers to settle a claim.
 - b. If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
 - c. **We** may decide to pay **you** the amount of damages that **you** are claiming or that is being claimed against **you**, instead of starting or continuing legal proceedings.
4.
 - a. **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
 - b. **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
5. 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 **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
6. If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the insured person can contact the Financial Services Ombudsman's office for help.
8. **We** may at **our** discretion require **you** to obtain at **your** expense an opinion from a lawyer, accountant or other suitably qualified person chosen by **you** and **us** as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.

Section 6: Family legal protection

What is covered

We agree to provide **you** with the insurance in this section, as long as:

- a. the premium has been paid;
- b. the date of occurrence of the insured incident is during the **period of insurance** and within the **territorial limit**;
- c. any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- d. **reasonable prospects** exist for the duration of the claim.

For all insured incidents **we** will help in appealing or defending an appeal as long as **you** tell **us** within the time limits allowed that **you** want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this. The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**.

For Bodily Injury claims (Insured incident 3), **we** will pay the application fee required by the Personal Injuries Assessment Board (PIAB).

How much we will pay

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is €150,000.

Insured incidents we will cover

Insured incident 1 –
employment disputes

We will negotiate for **your** legal rights:

1. in a dispute relating to **your** employment where **you** are an employee, worker or office holder;
2. following a dispute relating to or arising from the contract of employment between **you** and **domestic employees**, ex **domestic employees** or prospective **domestic employees**;
3. against **domestic employees** or ex **domestic employees** to recover possession of premises **you** own or are responsible for.

We do not cover any claim relating to the following.

1. Disciplinary hearings or internal grievance procedures.
2. Any claim relating solely to personal injury.

Insured incident 2 –
contract disputes

We will negotiate for:

1. **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:
 - a. the buying or hiring in of any goods or services; or
 - b. the selling of any goods;
2. **your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your home** and/or **secondary home**;

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

We do not cover any claim relating to the following.

1. A contract regarding **your** profession, business or employment.
2. A lease of less than eight years, or a licence or tenancy of land or **buildings**. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
3. The settlement payable under an insurance policy.

Section 6: Family legal protection

Insured incident 3 –
bodily injury

We will negotiate for **your** legal rights after an event which causes the death of, or bodily injury to **you**.

We do not cover any claim relating to the following.

1. Any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
2. Defending your legal rights, but defending a counter-claim is covered.
3. The cost of obtaining a medical report when registering a claim with the PIAB.

Insured incident 4 –
property protection

We will:

1. negotiate for **your** legal rights in a civil action; and/or
2. arrange mediation;

for a dispute relating to material property (including **your home** and/or **secondary home**), which is owned by **you** or for which **you** are responsible following:

- a. any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than €150 ; or
- b. any legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your home** and/or **secondary home**, or some right over, or in connection with it) or trespass, provided that **you** are responsible for the first €350 of any claim.

We do not cover:

1. any claim relating to the following:
 - a. a contract entered into by **you**;
 - b. any building or land other than your **home** and/or **secondary home**;
 - c. someone legally taking your home and/or **secondary home** from you, whether you are offered **money** or not, or restrictions or controls placed on your home and/or **secondary home** by any government or public or local authority unless the claim is for accidental physical damage;
 - d. work done by any government or public or local authority unless the claim is for accidental physical damage;
 - e. subsidence caused by mining;
2. defending any claim covered under Insured Incident 4.a, but defending a counter-claim is covered.

Insured incident 5 –
tax protection

We will negotiate for **you** and represent **you** throughout a **revenue audit** relating to **your** self assessment tax return.

We do not cover any claim relating to the following.

1. Any claim relating to an offshore account held by **you**.
2. **Your** business or profession.
3. Any **revenue audit** where **you** have not submitted a self-assessment tax return.

Insured incident 6 –
employee legal defence

1. **We** will defend **your** legal rights if an event arising from **your** work as an employee leads to **you** being prosecuted in a court of criminal jurisdiction.

We do not cover any claim relating to the following.

1. Parking offences.
2. The driving of a motor vehicle by **you** for which **you** do not have valid motor insurance.

2. **We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle

Section 6: Family legal protection

Insured incident 7 –
Attendance expenses

We pay **your** salary or wages for the time that **you** are off work while attending jury service or attending a court or tribunal at the request of the **appointed representative** in relation to a claim accepted under this section of the **policy**. **We** will pay **your** salary or wages for each half or whole day of such attendance as far as they are not recoverable from the court or **your** employer.

The amount **we** will pay is based on the following.

1. The time **you** are off work, including the time it takes to travel to and from the court.
We will work it out to the nearest half day, assuming that a whole day is eight hours.
2. If **you** work full time, the salary or wages for each whole day equals 1/250th of **your** yearly salary or wages.
3. If **you** work part-time, the salary or wages will be a proportion of **your** salary or wages.

What is not covered

We do not cover the following:

1. Any incident or matter arising before the start of this **policy**.
2. Any **costs and expenses** incurred before **our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
4. Any incident intentionally brought about by **you**.
5. Any claim relating to your alleged dishonesty or alleged violent behaviour.
6. Any claim relating to written or verbal remarks which damage **your** reputation.
7. A dispute with **us** not otherwise dealt with under extra Condition 7 above.
8. Judicial review.
9. Any legal action **you** take which we or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.
10. Any claim caused by, contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Section 7 – Personal cyber

Please read **your schedule** to see if this section applies.

The general terms including general conditions, general exclusions and claims conditions, and the extra exclusions shown below all apply to this section.

If **you** need to make a claim refer to 'what to do when a loss occurs' within the general terms.

Extra definitions

Computer system

Any computer network, hardware, software, information technology and communications system, including any mobile phone or tablet, owned by **you** and used mainly by **you** for personal purposes, and which is located at **your home**.

Cyber threat

Any threat from a third party to:

1. damage, destroy or corrupt by any means, including but not limited to the introduction of a computer virus:
 - a. **your** personal digital data or personal digital data for which **you** are responsible; or
 - b. a **computer system**; or
2. disseminate, divulge or use any electronically held personal information which is not in the public domain, following any unauthorised external electronic access of a **computer system** by that third party.

Hacker

Anyone, other than a **domestic employee**, who maliciously targets **you** and gains unauthorised access to a **computer system** solely by circumventing, electronically, the security systems in place to protect against such unauthorised access.

Personal contact

Your spouse, partner, relative, personal friend, work colleague or any person with whom **you** have entered into a contract for goods or services.

Ransom

Cash and/or marketable goods or services surrendered or to be surrendered by **you** or on **your** behalf to meet a **cyber threat** demand.

What is covered

Hacker damage

If during the **period of insurance you** discover that **your computer system** has been damaged, altered or corrupted by a **hacker** during the **period of insurance**, **we** will pay the reasonable and necessary cost of:

1. repairing or replacing **your computer system**;
2. replacing programs to **your** personal computer, laptop, tablet or mobile phone;
3. retrieving **your** personal digital data, digital photographs or digital video from **your** personal computer, laptop, tablet or mobile phone; and
4. replacing **your** personal digital music and digital video downloaded to **your** personal computer, laptop, tablet or mobile phone.

Social engineering

If **you** receive a fraudulent email request during the **period of insurance** and **you** transfer funds from **your** personal account to the account of a third party as a direct result of such request, **we** will reimburse **you** for the amount of the funds **you** have transferred.

We do not cover any loss unless before agreeing to any payment **you** or someone on **your** behalf took reasonable steps to:

1. authenticate and verify the identity of the person who sought to obtain **money** from **you**; and
2. establish that person's entitlement to request and receive payment.

Section 7 – Personal cyber

Cyber theft

If, during the **period of insurance you** discover that:

1. **your** personal funds, personal documents or title deeds have been lost or transferred by a **hacker**, who is not a **domestic employee**; or
2. **you** have incurred charges as a result of the use of **your** personal digital data or call allowance by a **hacker**;

during the **period of insurance, we** will pay the cost of the charges **you** have incurred, the funds **you** have transferred or the reasonable and necessary cost of replacing or reconstituting **your** personal documents or title deeds.

Cyber extortion

If **you** are the victim of a **cyber threat** during the **period of insurance, we** will cover **you** against:

1. a **ransom** which has been surrendered. If the **ransom** involves marketable goods or services, **we** will pay the actual cash value at the time of their surrender;
2. the fees and expenses of a consultant incurred by **you** with **our** prior written agreement, for advising **you** on handling and negotiating a **ransom** demand; and
3. the loss in transit of a **ransom** by actual damage, destruction, disappearance, confiscation, seizure, theft or wrongful abstraction while being conveyed to the order
 - a. of such persons as have demanded it by any person who is authorised to do so by **you**.

We do not cover any **ransom** unless **you**:

1. made all reasonable efforts to determine that the **cyber threat** was genuine and not a hoax before agreeing to the payment of the **ransom**;
2. can demonstrate to **us** that the **ransom** is to be paid, or the goods or services are to be surrendered under duress; and
3. have obtained **our** prior written consent before the **ransom** is paid or goods or services surrendered.

Personal cyber media liability

We will pay **you** the amount required to settle a claim or a judgment or arbitration award against **you** if, during the **period of insurance, a** party brings a claim against **you** for actual or alleged:

1. infringement of any intellectual property rights;
2. defamation, including libel, slander, disparagement or malicious falsehood; or
3. negligent transmission of a computer virus;

occurring during the **period of insurance** which arises directly from a **hacker** gaining unauthorised access to the content of **your** personal email, personal social media posting or personal website.

We will also pay reasonable costs and expenses incurred with **our** prior written agreement to defend the claim.

You must not reveal the amount of cover available under this insurance. If **you** do, **we** may reduce any payment **we** make under this insurance by an amount equal to the detriment **we** have suffered as a result.

How much we will pay

We will pay up to the relevant **amount insured** shown in the **schedule**.

All claims and losses resulting from one or more event arising at the same time or from the same cause or perpetrator shall be treated as one claim or loss.

Section 7 – Personal cyber

What is not covered

We do not cover:

1. physical loss or damage to tangible property, other than damage to **your computer system** by a **hacker**.
2. loss arising from the failure of services to **your home** from any third-party service provider.
3. any loss where **you** have wilfully paid or transferred **money**, personal documents or title deeds, whether deception is involved or not. This exclusion does not apply to any claim **we** have agreed to pay for social engineering.
4. a. any:
 - i. loss or liability arising from the use, whether authorised or not, of any email, social media posting or website; or
 - ii. loss of or damage to any document, program or software; that relates to, or is used for the purposes of, **your** trade, business or profession.
- b. **ransom** demand made against **you** other than in **your** personal capacity.
5. the costs of repairing or replacing any **programs**, data, photographs, video or music that **you** are able to access from a cloud, remote server or back-up copies.
6. the cost of retrieving or replacing **your** personal digital data, digital music, digital photographs or digital video under this section if **we** pay to retrieve or replace such data under Section 2 of this **policy** as a result of the same incident.
7. any **ransom** surrendered in a face-to-face encounter, unless it is surrendered by a person who is authorised by **you** to be in possession of the **ransom** at that time for the sole purpose of taking it to pay a previously communicated **ransom** demand.
8. any matter that prior to the start of this **policy you** knew or reasonably ought to have known would be likely to lead to a covered claim or loss.
9. the amount of the **excess**.
10. any loss where **you** do not have an up to date antivirus and firewall in place to protect **your** personal computer, laptop, tablet, mobile phone and home computer network. This exclusion applies for all devices which support antivirus or firewalls.
11. any loss where **you** have not updated **your** Android, Apple or other applicable operating system within 90 days of an update becoming available.

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Ireland Customer Relations either in writing at:

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland
or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

If **you** remain dissatisfied after the internal complaint resolution process and if **you** are a consumer (as defined in the Financial Services and Pensions Ombudsman Act 2017) **you** have the right to refer **your** complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
D02 VH29
Phone: +353 1 567 7000
Email: info@fspoi.ie
Web: www.fspoi.ie

If **you** have purchased **your policy** online **you** can also make a complaint via the EU's ODR online dispute resolution platform. The website for the ODR platform is:
<http://ec.europa.eu/odr>.

Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg

Email: caa@caa.lu

Insurance Ombudsman
ACA
12, rue Erasme
L - 1468 Luxembourg

Phone: +352 44 21 44 1
Fax: +352 44-02-89
Email: mediateur@aca.lu

Hiscox SA (Irish Branch) is regulated by the Central Bank of Ireland for conduct of business rules.

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