

## PRIVATE CLIENT

# HOME

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#### AZUR UNDERWRITING (IRELAND) LIMITED

Registered in Ireland. Authorised and regulated by the Central Bank of Ireland (Number C190291).

### UNDERWRITTEN BY

#### PRODUCT HOME – AIG EUROPE SA

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11-1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>, and is regulated by the Central Bank of Ireland for conduct of business rules.

#### EXCEPT IN RELATION TO:

#### PRODUCT LEGAL EXPENSES – ARAG LEGAL PROTECTION LIMITED

Registered in Ireland. Company no. 639625. ARAG Legal Protection Limited is authorised and regulated by the Central Bank of Ireland. Registered Office at Europa House, Harcourt Centre Harcourt Street, Dublin 2

#### PRODUCT CYBER – HSB ENGINEERING INSURANCE LIMITED

HSB Engineering Insurance Limited is registered in England and Wales (02396114) and as a branch in Ireland (906020) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. HSB Engineering Insurance Services Limited is an Appointed Representative of HSB Engineering Insurance Limited and is registered in England and Wales (03010292) and as a branch in Ireland (906105). Registered office: New London House, 6 London Street, London EC3R 7LP.



# HOME

## Policy wording

### INTRODUCTION

Thank you for choosing Azur Underwriting (Ireland) Limited and our Private Client Group for your personal insurance.

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

Your Private Client Group client service manager will ensure that you experience excellent personal service and, if you need to make a claim, one of the finest claims services available.

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# POLICY PROVISIONS

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

## POLICY PROVISIONS

Azur Underwriting (Ireland) Limited distributes and administers this policy on behalf of AIG Europe SA, ARAG Legal Protection Limited and HSB Engineering Insurance Limited.

Azur Underwriting (Ireland) Limited is authorised and regulated by the Central Bank of Ireland (Number C190291). Azur Underwriting (Ireland) Limited is a company registered in Ireland (company registered number 641121) with a registered office at c/o Deloitte & Touche House, 29 Earlsfort Terrace, Dublin, D02 AY28, Ireland.

This policy is underwritten by AIG Europe S.A, save for Legal Expenses Insurance cover and Cyber cover, which is underwritten by ARAG Legal Protection Limited and HSB Engineering Insurance Limited.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel. (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

You acknowledge and expressly accept that AIG Europe S.A. may outsource certain services, activities or tasks to external providers (which may or may not be (a) regulated or (b) located in the Grand-Duchy of Luxembourg) (the "Service Providers").

In this context, you expressly accept that any data which you have provided to AIG Europe S.A., including data which may directly or indirectly identify you, or a beneficial owner or an authorized representative, may be communicated to Service Providers. The transfer and/or disclosure of information to Service Providers may continue as long as you maintain your insurance relationship with AIG Europe S.A.

The list of outsourced services as well as the country of establishment of the Service Providers is available on AIG Europe S.A.'s website at the following address: <http://www.aig.lu/>, which will be updated from time to time. You acknowledge (a) having read and accepted this list (b) that you will visit the website from time to time should you wish to access the most up to date list.

Please be informed that AIG Europe S.A. does not provide any advice about this particular insurance product sold to you.

ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the insurer, ARAG Insurance Company Limited. ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland. ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine, Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules. This information can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

HSB Engineering Insurance Limited, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. HSB Engineering Insurance Limited registered address, HSB Engineering Insurance Limited, 6 London Street, London EC3R 7LP. Registered in England and Wales, number 02396114 and Ireland 906020.

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

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

# POLICY PROVISIONS

Various provisions in this policy and in the policy schedule endorsement clauses restrict or exclude cover. Read the entire policy carefully to determine **your** rights and duties, and what is and is not covered. **You** may not be entitled to claim under this policy if **you** have not complied with its terms. In particular, please refer to Part II – Making a claim and Part IX – General Conditions.

## HOW WE USE PERSONAL INFORMATION

**We** are committed to protecting the privacy of their customers, claimants and other business contacts.

**“Personal Information”** identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless **we** agree otherwise) inform the individual about the content of this notice and **our** Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with **us**.

**The types of Personal Information we may collect and why** – Depending on **our** relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that **we** obtain in connection with **our** relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

AIG and Azur may send **you** marketing communications. To opt-out of any marketing communications that AIG may send **you**, contact AIG by e-mail at: [dataprotectionofficer.lu@aig.com](mailto:dataprotectionofficer.lu@aig.com) or by writing to: Data Protection Officer, 35D Avenue John F Kennedy, L-1855, Luxembourg. If **you** opt-out AIG may still send **you** other important service and administration communications relating to the services which they provide to **you** from which **you** cannot opt-out. To opt-out of any marketing communications that Azur may send **you**, contact Azur by email at: [marketingopt-out@azuruw.com](mailto:marketingopt-out@azuruw.com) or by writing to Marketing Preference Team, Azur, Charlemont Square, Charlemont Street, Dublin, D02VN88 Ireland. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which **we** provide to **you** from which **you** cannot opt-out.

**Sharing of Personal Information** – For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **our** company or transfer of business assets.

**International transfer** – Due to the global nature of **our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, **we** will take steps to ensure that **your** Personal Information is adequately protected and transferred in

## POLICY PROVISIONS

accordance with the requirements of data protection law. Further information about international transfers is set out in **our** Privacy Policies (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When **we** provide Personal Information to a third party (including **our** service providers or engage a third party to collect Personal Information on **our** behalf, the third party will be selected carefully and be required to use appropriate security measures.

**Your rights** – **You** have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **our** use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to **our** use of **your** Personal Information, a right to request that certain automated decisions **we** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in **our** Privacy Policies (see below).

**Privacy Policy** – More details about **your** rights and how AIG collect, use and disclose **your** Personal Information can be found in AIG's full Privacy Policy at: [www.aig.ie/privacy-policy](http://www.aig.ie/privacy-policy) or **you** may request a copy by writing to:

Data Protection Officer, AIG Europe S.A, 35D Avenue John F Kennedy, L-1855, Luxembourg or by email at: [dataprotectionofficer.lu@aig.com](mailto:dataprotectionofficer.lu@aig.com).

More details about **your** rights and how Azur collect, use and disclose **your** Personal Information can be found in **our** full Privacy Policy at: <http://www.azuruw.com/privacy-policy> or **you** may request a copy by writing to: Data Protection Officer, Azur, Charlemont Square, Charlemont Street, Dublin, D02VN88 Ireland or by email at: [DPquery@azuruw.com](mailto:DPquery@azuruw.com).

More details about **your** rights and how HSB Engineering Insurance Limited collect, use and disclose **your** Personal Information can be found in HSB's full Privacy Statement at: <https://www.munichre.com/HSBEIL/service/privacy-statement> or **you** may request a copy by writing to: HSB Data Protection Manager, HSB Engineering Insurance Limited, New London House, 6 London Street, London, EC3R 7LP or by email at: [compliance@hsbeil.com](mailto:compliance@hsbeil.com)

### FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public including the police/Gardai;
- b. check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - i. help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - ii. recover debt, prevent fraud and to manage **your** insurance policies;
  - iii. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- c. undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

AIG is a member of Insurance Confidential (IC) [www.insuranceconfidential.ie](http://www.insuranceconfidential.ie), an organisation established by Insurance Ireland, the industry's representative body, to help combat the rising levels of Insurance Fraud in Ireland. Insurance fraud can be reported in confidence to Insurance Ireland online on the IC website or alternatively by calling lo-call 1890 333 333.

## PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words 'you', 'your' and 'yours' refer to the person or persons or legal entity named on the schedule, his or her spouse, civil partner or common law partner. The words 'we', 'us', 'our' and 'ours' means AIG Europe S.A, ARAG Legal Protection Limited and HSB Engineering Insurance Limited, as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting (Ireland) Limited as agent of the insurers.

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

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

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

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

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

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

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

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

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

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

**Domestic duties** means those duties related to **your home** and gardens, incidental **business** in respect of farming only, at the **home** or **your** home office if **you** have less than 5 employees. This definition does not include employees who are employed to provide care for **you** other than domestic child care. **We** exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

**Domestic employee** means any person employed by **you** in connection to **domestic duties** at **your** residence who is:

- a. employed by **you** under an employment contract in a country which is a member of the European Union; or
- b. self-employed and working on a labour only basis under **your** control or supervision in a country which is a member of the European Union

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

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

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

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

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



## PART I – DEFINITIONS

**Incidental business** means either:

- a. an activity that does not produce gross revenues in excess of €10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **policy period**.
- b. farming that does not involve employment of others for more than 1,000 hours in total of farm work during the **policy period**, and does not produce more than €25,000 in gross annual revenues from the raising or care of animals or agriculture.

**Incidental business** includes **residences** listed on the schedule that **you** own and rent to others regardless of the gross revenues received.

**Insured person** means:

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

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

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

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

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

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

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

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

**Motor** means any motorised land vehicle which requires motor vehicle registration or operator licensing. This includes self-propelled motor-homes, motorcycles and attached trailers.

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

**Occurrence** means:

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

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

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

## PART I – DEFINITIONS

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

- a. **bodily injury**;
- b. unlawful detention, false imprisonment or false arrest;
- c. shock, emotional distress, mental injury;
- d. invasion of privacy;
- e. defamation, libel or slander;
- f. malicious prosecution; or
- g. unlawful entry or eviction.

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

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

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

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

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

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

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

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

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

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

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

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

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

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

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

## PART II – MAKING A CLAIM

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

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

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

### YOUR DUTIES AFTER AN OCCURRENCE OR INCIDENT

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

- a. give prompt notice to **us** or **your** intermediary of any incident that may result in any kind of claim under this policy. Failure to do so may affect **our** acceptance of a claim under the policy if the claim is made so long after the event that **we** are unable to investigate the claim fully or may result in **your** not receiving the full amount claimed if the amount claimed is increased as a result of the delay;
- b. notify the local Garda station or relevant authority if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons and vandals, and keep a note of any reference number given to **you**;
- c. notify the credit card, bank card or card issuing company in case of loss under credit card cover;
- d. protect the property from further damage. If repairs to the property are required, **you** must:
  - i. make necessary repairs to protect the property; and
  - ii. keep an accurate record of all repair expenses.
- e. If **you** have an occurrence that results in a partial loss to an insured property and do not begin to repair, replace or rebuild the lost or damaged property within 180 days from the date of loss, **we** will only pay the **reconstruction cost**.
- f. provide **us** with bills, receipts and related documents;
- g. as often as **we** require:
  - i. make available to **us** the damaged property for inspection;
  - ii. provide **us** with records and documents **we** request; and
  - iii. submit to separate examination under oath.
- h. provide **us** with the names and addresses of any known persons injured and any available witnesses;
- i. provide **us** with any legal documents and other documents which will help **us** defend **you**; and
- j. assist and co-operate with **us** in the conduct of the defence by helping **us**:
  - i. to make settlement;
  - ii. to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**;
  - iii. to attend hearings and trials; and
  - iv. to secure and give evidence and obtain the attendance of witnesses.
- k. in the event of an **occurrence**, incident or circumstance which is likely to give rise to a claim under this policy under Section IX Cyber, **you** must adhere to Section IX Cyber, C - Conditions, 1. Reporting a Claim.

**You** will need to provide **your** name and **your** policy number at the time of reporting a potential claim.

Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

## PART II – MAKING A CLAIM

### A. HOME AND CONTENTS, COLLECTIONS AND LIABILITY

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

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

Telephone: + 3531 969 4400

Email: pcgclaims@azurpcg.com

In writing:

Private Client Group  
Azur  
Charlemont Square  
Charlemont Street  
Dublin  
D02VN88  
Ireland

### B. ANNUAL TRAVEL

To make a claim under this section of the policy please contact **your** insurance broker or agent. Alternatively **you** can contact **us** directly as follows:

Medical and other emergencies:

Telephone: + 353 1 969 4400

Non Medical/emergency related travel claims:

Telephone: + 353 1 969 4400

Email: pcgclaims@azurpcg.com

In writing:

Private Client Group  
Azur  
Charlemont Square  
Charlemont Street  
Dublin  
D02VN88  
Ireland

When **you** contact **us** to make a claim under the Annual Travel section of **your** policy, **you** will need to say that **you** are insured with the Private Client Group of Azur and give the following information:

- a. **your** name and address;
- b. **your** contact phone number abroad;
- c. **your** policy number; and
- d. the name, address and contact phone number of **your** GP.

Please note: This is not private medical insurance. If **you** go into hospital abroad and **you** are likely to be kept as an inpatient for more than 24 hours or if **your** outpatient treatment is likely to cost more than €500, someone must contact **us** on **your** behalf immediately. If they do not, **we** may provide no cover or **we** may reduce the amount **we** pay for medical expenses.

If **you** have to return to Ireland under section 2 (Cutting **your** trip short) or section 3 (Medical and other expenses) **we** must authorise this. If **we** do not, **we** may provide no cover or **we** may reduce the amount **we** pay for **your** return to Ireland.

## PART II – MAKING A CLAIM

### C. FAMILY PLUS LEGAL EXPENSES

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone us on 01 670 7470 and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to:

Claims Department  
ARAG Legal Protection Limited  
Europa House  
Harcourt Centre  
Harcourt Street  
Dublin  
D02 WR20

or email [claims@arag.ie](mailto:claims@arag.ie)

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an appointed representative appointed by **us**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

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

### D. FAMILY PROTECT

As soon as an insured event occurs or **you** think (or someone on **your** behalf thinks) an insured event is about to occur or may have occurred, **you** or someone on **your** behalf must urgently and as soon as possible telephone the crisis consultants by calling the 24-hour-a-day Crisis Hotline number: 01817 826 7000

This is a dedicated crisis response hotline and should only be used for the purposes above. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It operates on a “connect call” basis, which means that it is free of charge to the caller and the call charge is met by us.

The crisis **consultants** will advise on whether law enforcement **authorities should be informed**

An **assault** must be reported to the police or applicable law enforcement authority within 7 days of the **assault** occurring and the crime reference number must be provided to **us**.

It is understood and agreed that:

- a. the **crisis consultants** have no authority on **our** behalf to make any admissions which may prejudice **our** rights or to deal with matters concerning policy coverage; and
- b. the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify an insured **person** under the policy and are without prejudice to any of **our** rights.

In the event of an emergency, immediate notice of an incident should be given to Crisis Consultants by telephoning the Crisis Centre Hotline on:

Telephone: +1 817 826 7000  
Email: [pcgclaims@azurpcg.com](mailto:pcgclaims@azurpcg.com)

In writing:

Private Client Group Claims Azur Charlemont Square  
Charlemont Street  
Dublin  
D02VN88  
Ireland

## PART II – MAKING A CLAIM

### E. CYBER

When **you** make a claim, it is very important that **you** meet all of the requirements of the policy, particularly Condition 1, Section IX, Cyber 'Reporting a Claim'. If **you** do not, **we** may not pay part or all of **your** claim.

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

Claims Department  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: +44 (0)20 3319 8999  
Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

## PART III – HOME AND CONTENTS

### A. BASIS OF COVER

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

### B. PAYMENT OF A LOSS

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

The amount **we** will pay is shown in **your** schedule. **Your** schedule indicates the payment basis:

##### a. Guaranteed rebuilding cost

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

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

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

Where an appraisal has been conducted **we** may change the sum insured shown on **your** schedule to reflect current costs and values. **We** may adjust the premium to reflect these changes. Guaranteed rebuilding cost does not apply to a building listed on any local authority's Record of Protected Structures.

##### b. Rebuilding cost

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

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

The sum insured will be adjusted daily to reflect the current effect of inflation. At the time of a covered loss, **your** sum insured will include any increase in the House Rebuilding Cost Index issued by the Department of the Environment from the beginning of the period of insurance or if this index is not available, an alternative index as **we** shall determine in accordance with good industry practice.

##### c. Green rebuilding cost cover

- i. **We** will pay up to €5,000 for the installation of green building products (as shown in paragraph c, ii, 1 to 9 below) following a covered loss which is not deemed by **us** to be a total loss to **your home** or **other permanent structures**.
- ii. In the event of a total loss to **your home** or **other permanent structures**, **we** will pay up to €50,000 in addition to the guaranteed rebuilding cost or rebuilding cost under 1a or 1b above, whichever is applicable, to reconstruct **your home** with green building product(s). A green building product is one that **we** determine meets the industry recognised green standard for that product category attributed to one or more of the following:
  - a. use of less energy, water and/or natural resources;
  - b. creation of less **waste**; or
  - c. providing a healthier environment for the people living inside.

## PART III – HOME AND CONTENTS

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

1. insulation and framing;
2. paints, architectural coatings, primers, under coatings, adhesives and sealants;
3. carpet and flooring;
4. permanently installed fixtures such as cabinets, counters and partitions;
5. heating and cooling equipment;
6. doors and windows;
7. lighting systems;
8. interior plumbing;
9. exterior siding and roofing.

In addition **we** will pay

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

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

### 2. Amount of cover for **your contents**

The amount **we** will pay is shown in **your** schedule. **Your** schedule indicates the payment basis:

#### a. Guaranteed replacement cover

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

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

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

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

#### b. Replacement cover

The most **we** will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the **contents** without deduction for depreciation, up to the sum insured shown on the schedule.

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



## PART III – HOME AND CONTENTS

### 3. How **your** excess applies

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

For specific situations, a special excess may apply, namely:

#### a. **Unoccupied home** excess

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

#### b. Large loss excess waiver

The excess shown on **your** schedule will not apply in the event of a loss greater than €15,000. This waiver does not apply to the **unoccupied home** excess.

### 4. Pairs, sets and parts

For a covered loss to a pair or set, or to part of a larger unit, **we** will pay whichever is less of:

- a. the cost to replace the lost or damaged property;
- b. the cost to restore or repair the damaged property to its pre-loss condition; or
- c. the difference between the **market value** of the pair or set before the loss and after the loss.

However, **we** may pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remaining article(s) of the pair, set or unit to **us**.

Under no circumstances will **we** pay more than the sum insured shown on **your** schedule.

### 5. Special limits of liability

- a. The limit shown for each of the following categories is the maximum **we** will pay for a covered loss to that type of **contents**. These special limits apply per **occurrence** and do not increase the amount of cover for **your contents** or for any item covered elsewhere in this policy:

- i. money, banker's drafts, bank notes, postal orders, cheques, gold, silver or platinum bullion or ingots €10,000;
- ii. sailboards, surfboards, rowing boats and dinghies, including their accessories €10,000;
- iii. trailers and caravans €10,000;
- iv. **fine art** €100,000;
- v. **jewellery** €10,000;
- vi. furs €10,000;
- vii. guns €10,000;
- viii. items of precious metals including silverware, tableware, trays, trophies and similar household articles, other than **jewellery**, which are made of gold, gold plate, silver, silver plate, pewter or platinum €10,000;
- ix. stamps, coins and medals €10,000;
- x. negotiable papers, securities, accounts, deeds, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, or travel tickets. €10,000;
- xi. outdoor items designed to be normally left outdoors including garden furniture, statues and ornaments €100,000; and
- xii. wine €10,000.

- b. **We** will pay up to the amount shown in **your** schedule for each **occurrence** for **contents** in the following categories unless the loss is caused by breakage, in which case **we** will only pay up to the limit shown below. These special limits do not increase the amount of cover for **your contents** or for any item covered elsewhere in this policy.

## PART III – HOME AND CONTENTS

- i. Crystal, china, porcelains, figurines, statues, sculptures, mirrors, wine bottles, glassware and similar items €100,000.
- c. **We** will pay up to €10,000 for vehicle accessories and equipment provided that at the time of the loss these items are not inside the vehicle or attached to the vehicle.

### C. ADDITIONAL COVERS

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

**Your** excess applies to these covers unless stated otherwise. Exclusions are described in Section D.

Exclusions and limits of liability as described in Section B. Payment of Loss 5. Special Limits of Liability, apply to these covers.

#### 1. Temporary letting of **your residence**

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

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

#### 2. Unlimited lock replacement

**We** will pay for the cost of replacing the locks in a **residence** listed on the schedule if the keys to that **residence** are lost or stolen.

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

#### 3. Unlimited trace and access

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

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

#### 4. Unlimited loss of oil or metered water

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

#### 5. Alternative accommodation

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

#### 6. Students' possessions

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

#### 7. Items in storage

**We** will pay for a covered loss to **your contents** stored in a commercial storage unit. The most **we** will pay is 10% of the **contents** sum insured shown on **your** schedule.

## PART III – HOME AND CONTENTS

### 8. Items at a residence not listed on the schedule

**We** will pay for a covered loss to **your contents** kept at a residence **you** own not listed on the schedule. The most **we** will pay is 10% of the **contents** sum insured shown on **your** schedule.

### 9. Newly acquired items

**We** cover **your** newly acquired **contents** for 25% of the highest amount of **contents** cover as listed on **your** schedule. **You** must request cover for the newly acquired **contents** within 90 days after **you** acquire them and pay **us** the additional premium from the date acquired.

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

### 10. Property of **domestic employees** and guests

**We** cover the personal property of **your domestic employees** and guests while it is on the premises of any **residence** listed on the schedule. We do not cover **jewellery** or money owned by your **domestic employees** and guests. Items covered by any other insurance are excluded.

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

### 11. Relatives in care

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

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

### 12. Marquees

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

### 13. Event cancellation

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

### 14. Construction materials

If **we** are informed that building works are to take place at **your residence**, **we** will cover materials and supplies up to 10% of the **home** sum insured owned by **you** at each **residence** shown on the schedule for use in the repair, alteration, construction, or improvement of **your residence** unless stated otherwise or an exclusion applies.

These payments do not increase the amount of **your** cover for **your home** or **other permanent structures**.

### 15. Water detection installation

**We** will pay up to €5,000 for **you** to install a water leak detector system following a covered water damage loss over €7,500 caused by a leak or break in a plumbing, heating or air conditioning system at **your residence**. This cover only applies if the **residence** has not previously had a water leak detector system installed.

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

### 16. **Business equipment** and stock

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

## PART III – HOME AND CONTENTS

### 17. Data replacement

**We** will pay up to €5,000 in total for the retrieval or replacement of lost personal or **business** data as a result of a covered loss to a personal computer, portable computing device, digital audio and/or visual device or software that **you** own or lease.

### 18. Disability costs

**We** will pay up to €25,000 in total for alterations to **your home** to allow **you** or a **family member** to live unassisted following an accident, injury or illness, resulting in a **loss of limb, loss of sight or loss of hearing**, which occurs during the **policy period**.

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

### 19. Security upgrade

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

### 20. Emergency access to the **residence**

**We** will pay up to €2,500 in total for loss or damage as a direct result of forcible entry to the **residence** to attend a medical emergency.

### 21. Emergency preventative measures

**We** will pay up to €5,000 for costs incurred by **you** in taking temporary measures which are reasonable to avoid or mitigate a potential claim caused by storm or flood.

### 22. Emergency precautionary repairs

After a loss covered by this policy, **we** will pay the emergency expenses **you** incur for necessary repairs to protect **your residence** against further loss.

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

### 23. Fatal injury

**We** will pay up to €50,000 in total for fatal injury by fire, lightning, **aircraft**, explosion or physical assault to **you** at the **residence**, should **you** die within twelve months of the event. The event must be the sole or predominant attributable cause of death.

### 24. Arson reward

**We** will pay up to €5,000 for information leading to an arson conviction in connection with a fire loss to property covered by this policy.

The €5,000 limit is the most **we** will pay, regardless of the number of persons providing information.

### 25. Trespass protection

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

### 26. Forced evacuation

If **you** are denied access to **your residence** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living for up to thirty (30) days. **We** also cover any loss of rent for up to thirty (30) days if **your residence** is rented to others.

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

## PART III – HOME AND CONTENTS

### 27. Garden and **landscaping**

**We** will pay up to 10% of the sum insured for **your home** or, if the **home** is not covered, 10% of the sum insured for the **contents** at the **residence** at which the covered loss occurs to **your** garden or **landscaping**, but no more than €2,500 for any one tree, shrub or plant.

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

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

### 28. Garden and **landscaping** machinery or equipment

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

### 29. Land

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

**We** will pay up to 10% of the amount of a covered loss to **your home** or **other permanent structures** for this cover.

### 30. Assessments

**We** will pay up to €50,000 per **occurrence** for **your** share of an assessment charged during the **policy period** to all the members of **your** tenants' association. The assessment must be as a result of a covered loss to property or as a result of liability that would be covered under this policy. **We** will not pay more than €1,000 for any assessment that results from an excess in **your** tenants' association's insurance.

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

### 31. Removal of nests

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

### 32. Loss of rent

If **you** are not able to rent out **your residence**, or a part of **your residence**, that **you** usually rent to others, because of a loss covered by this policy, **we** will pay the rent **you** would have received including ground rent for the reasonable amount of time necessary to restore **your residence**, or that part of **your residence**, to a habitable condition.

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

### 33. Sale of **your residence**

If **you** enter into a contract to sell any **residence** shown in the schedule, **we** will cover that **residence**, at the same terms and conditions, for the buyer from the time **you** exchange contracts until completion of the sale. **We** will only do this if:

- a. the **home** is not insured by, or does not have the benefit of, any other insurance;
- b. the **home** is not **unoccupied**; and
- c. the policy remains in force.

## PART III – HOME AND CONTENTS

### 34. Memorial plaques and stones

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

### 35. Food spoilage

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

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

### 36. Damage caused by domestic pets

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

### 37. Student Fees

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

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

## D. EXCLUSIONS

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

### 1. Aircraft

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

### 2. Business property

**We** do not cover any loss or damage to **business** property unless it is **business equipment** and stock covered as an Additional Cover under Part III, Section C of this policy.

### 3. Confiscation

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

### 4. Dishonest acts

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

### 5. Existing damage

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

### 6. Erosion

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

## PART III – HOME AND CONTENTS

### 7. Faulty, inadequate or defective planning

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

- a. planning, development, surveying, siting;
- b. design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
- c. materials used in repair, construction, renovation or remodelling; or
- d. maintenance of part or all of any property whether on or away from the **residence**.

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

### 8. Freezing water

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

### 9. Frost

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

### 10. Goods and Services

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

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

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

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

### 12. Intentional acts

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

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

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

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

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

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

### 15. Misappropriation

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

### 16. Motorised land vehicles

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

However, this exclusion does not apply to loss or damage to vehicles not subject to motor vehicle registration which are:

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

## PART III – HOME AND CONTENTS

### 17. Mould

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

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

### 18. Nuclear hazard

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

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

### 19. Pollution or contamination

**We** do not cover any loss or damage, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of **pollutants**.

**We** do not cover the cost to extract **pollutants** from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

However, this exclusion does not apply to loss or damage caused by the escape of oil from any fixed domestic heating installation.

### 20. Radioactive, chemical or biological contamination

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

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

### 21. Renovations and repairs

**We** do not cover loss or damage caused by renovating, refinishing, cleaning or repairing any kind of **contents**.

### 22. Subsidence, heave or landslip

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

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

### 23. Structural movement

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

### 24. Temperature or dampness

**We** do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home, other permanent structures** or **contents**.

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



## PART III – HOME AND CONTENTS

### 25. Tenant's property

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

### 26. **Terrorism**

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

### 27. Unsuitable transportation and packing

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

### 28. War or similar risks

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

### 29. **Watercraft**

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

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

### 30. Wind or storm

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

### 31. Cyber exclusion

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

## PART IV – COLLECTIONS

### A. BASIS OF COVER

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

### B. PAYMENT OF A LOSS

#### 1. Payment for specified items and unspecified items

##### a. Specified items

##### i. Total loss

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

##### ii. Partial loss

If only part of the specified item is lost or damaged, **we** shall pay either the amount to restore the item to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the **market value** of the item is less than its **market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that item.

##### b. Unspecified items

**We** shall pay the amount required to restore or replace the property, whichever is less, without deduction for depreciation, for a covered loss to **collections** with unspecified cover as shown in the schedule. If after the restoration the **market value** of the item is less than its **market value** immediately prior to the loss, **we** shall pay the difference.

**We** will not pay more than the single article limit as shown in **your** schedule.

#### 2. Payment for a pair or set

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

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

In no event shall payment exceed the sum insured for that pair or set or the unspecified single article limit as shown in **your** schedule.

#### 3. How **your** excess applies

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

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

## PART IV – COLLECTIONS

### C. ADDITIONAL COVERS

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

**Your** excess applies to these covers unless stated otherwise.

#### 1. Defective title

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

- a. unforeseen discovery of the vendor's defective or lack of title to the purchased item by **you**; or
- b. any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

**We** will also pay legal costs incurred by **you**, with **our** prior consent, in defending an action brought against **you** in respect of any defective title or lack of title claim.

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

The most **we** will pay is €25,000 or 5% of the **collections** sum insured as shown in the policy schedule, whichever is the lower amount.

**We** will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of at least one of the following:

- i. British Antique Dealers Association;
- ii. London and Provincial Antique Dealers Association;
- iii. Royal Institution of Chartered Surveyors Arts and Antiques Faculty;
- iv. The Society of London Art Dealers;
- v. Association of Regional Valuers and Auctioneers;
- vi. Society of Fine Art Auctioneers; or
- vii. Property Services Regulatory Authority
- viii. any other vendor agreed by **us** in writing prior to the purchase.

#### 2. Death of artist

**We** will pay up to 200% of the insured value of any specified **fine art** item, up to a maximum of €150,000 within the immediate 12 months following the death of the artist provided that **you** can produce a purchase receipt or an independent professional valuation no more than 3 years old at the time of loss or damage.

#### 3. Items on Loan

**We** will pay up to a maximum of €150,000 per **occurrence** for **collections** that are loaned to **you** up to a maximum of fourteen days from the commencement of the loan provided that **you** already have a sum insured shown on **your** schedule in the category that the item would be insured under.

#### 4. Newly acquired items

**We** cover **your** newly acquired **collections** provided **you** already have a sum insured shown on **your** schedule in the category that the newly acquired item(s) would be insured under. The most **we** will pay is 25% of the sum insured for the category as shown in the schedule for a covered loss. For appropriate cover under this policy, **you** must request cover for all newly acquired items(s) within the first 90 days after **your** acquisition, and pay any additional premium from the date acquired. **We** reserve the right not to insure the newly acquired items(s) once 90 days after the acquisition of such items have elapsed.

## PART IV – COLLECTIONS

### 5. Market appreciation

#### a. Total loss

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

**We** will only pay this where **you** have had a valuation of the specified item carried out within the last 24 months. The maximum **we** will pay in any one loss is 150% of the amount scheduled for the individual item or the total sum insured of specified items for each class of **collections** as listed on the schedule, whichever is less.

#### b. Partial loss

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

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

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

**We** will only pay this where **you** have had a valuation of the specified item carried out within the last 24 months.

### 6. Jewellery in the bank

**We** will pay for loss or damage to specified **jewellery** described in the schedule as **Jewellery in Bank** whilst temporarily removed from the bank for a maximum of 30 days during any one **policy period**.

The most **we** will pay for **jewellery** temporarily removed from the bank is €100,000.

### 7. Damage caused by domestic pets

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

## D. EXCLUSIONS

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

#### 1. Confiscation

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

#### 2. Dishonest acts

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

#### 3. Existing damage

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

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

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

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

## PART IV – COLLECTIONS

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

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

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

### 6. Jewellery in the safe

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

### 7. Intentional acts

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

### 8. Misappropriation

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

### 9. Mould

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

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

### 10. Nuclear hazard

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

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

### 11. Radioactive, chemical or biological contamination

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

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

### 12. Repair and restoration

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

### 13. Stamps and coins

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

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

## PART IV – COLLECTIONS

### 14. Unsuitable transportation and packing

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

### 15. Use

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

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

### 16. War or similar risks

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

### 17. Cyber exclusion

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

## PART V – LIABILITY

### A. BASIS OF COVER

We will pay **damages** an **insured person** is legally obligated to pay for **personal injury** or **property damage** caused by an **occurrence** covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

### B. PAYMENT OF A LOSS

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

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

### C. DEFENCE COVER

We will pay the legal defence costs and legal expenses incurred by an **insured person** with **our** prior written consent. In jurisdictions where **we** may be prevented from defending an **insured person** for a covered loss because of local laws or other reasons, **we** will pay only those legal defence expenses incurred with **our** prior written consent for the **insured person's** defence.

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

### D. ADDITIONAL COVERS

In addition to **damages** and legal defence costs, **we** also provide related covers. These payments are in addition to the sum insured for **damages** and legal defence costs unless stated otherwise or an exclusion applies.

#### 1. Credit cards, forgery, and counterfeiting

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

a. any amount **you** or a **family member** are legally obligated to pay resulting from:

- i. theft or loss of a bank card or credit card issued in **your** or a **family members** name; or
- ii. loss caused by forgery or alteration of any cheque or negotiable document.

A loss will not be covered unless all the terms for using the card, cheque or negotiable document are complied with.

b. loss caused by accepting in good faith any counterfeit paper currency.

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

#### 2. Employer's liability

We will pay **damages you** are legally obliged to pay to **domestic employees** for injury or illness arising from an accident. The accident must arise from **domestic duties** the **domestic employee** undertakes whilst in **your** employment at a **residence** listed on **your** schedule or while on a temporary trips with **you** to another location.

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

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

## PART V – LIABILITY

### 3. Identity fraud

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

**Identity fraud** expenses means:

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

At **your** option:

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

**We** do not cover:

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

This cover does not apply to loss or damage covered under Section D, Additional Covers, no 1. Credit cards, forgery and counterfeiting.

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

### 4. Sponsorship cover

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

### 5. Golf exposures

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



## PART V – LIABILITY

This cover applies worldwide.

a. Third party damage

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

b. Personal accident

In the event that **you** or a **family member** suffers **bodily injury** whilst playing golf, which results in death, or **loss of limb(s)** or **loss of sight**, **we** will pay **you** or a **family member** €10,000. In the event of a death, this benefit will be paid to the estate. **We** will not pay more than €10,000 for any one **occurrence** and the death or **loss of limb(s)** or **loss of sight** must occur within twelve (12) months of the date of the **occurrence**.

c. Hole in one

**We** will pay up to €1,000 for expenses incurred as a result of a 'hole-in-one' achieved by **you** or a **family member** during an official competition round. Official certification from **your** club or the competition secretary must be submitted as proof in the event of a claim.

6. Hired or borrowed **motor** car

**We** provide cover for **you** or a **family member** for the following **damages** resulting from the use of a hired or borrowed **motor** car in the United States or Canada unless otherwise stated or an exclusion applies. The rental or loan on the **motor** car may not exceed 60 days.

Subject to any sub-limits, **we** will not pay more than €1,000,000 for all **damages** caused by any one **occurrence** of:

a. Third party liability

**We** cover **damages** an **insured person** is legally obligated to pay for **bodily injury** or **property damage** caused by an **occurrence** during the **policy period** resulting from an **insured person's** use of a rented or borrowed **motor** car in the United States or Canada. This does not apply to physical damage to the hired or borrowed **motor** car.

b. Physical damage to a hired or borrowed **motor** car

**We** cover **damages** an **insured person** is legally obligated to pay for physical damage caused by an **occurrence** during the **policy period** resulting from an **insured person's** use of a rented or borrowed **motor** car in the United States or Canada.

c. Uninsured and underinsured motorist

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

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

- i. does not have an applicable **bodily injury** liability insurance policy or bond;
- ii. has an applicable **bodily injury** liability insurance policy or bond that is less than the minimum specified by the applicable law in the US or Canada where the **occurrence** arose;
- iii. is a hit and run vehicle whose operator cannot be identified; or
- iv. has an applicable **bodily injury** liability insurance policy or bond but the issuing or insuring company denies cover or becomes insolvent.

To the extent that the **insured person** is required by law to have any other compulsory insurance cover in order to legally operate a hired or borrowed **motor** car in the United States or Canada, this cover will include the minimum additional cover as required by law.

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

## PART V – LIABILITY

### 7. Reversal of **damages**

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

- a. accidental **bodily injury**; or
- b. accidental loss or damage to property

Provided that:

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

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

### E. EXCLUSIONS

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

#### 1. Aircraft

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

#### 2. Business pursuits

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

However, this exclusion does not apply to:

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

#### 3. Care, custody or control

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

#### 4. Contractual liability

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

#### 5. Dangerous dogs

**We** do not cover any loss or damage for which an **insured person** may be held liable in relation to a certain breed or type of dog that is identified, or has special controls imposed on it, by the Control of Dogs Acts 1986 and 1992 or any subsequent amending or replacement legislation or by any regulations made under those Acts (including the Control of Dogs Regulations 1998).

#### 6. Directors' errors or omissions

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

## PART V – LIABILITY

### 7. Discrimination

**Personal injury** arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

### 8. Financial guarantee

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

### 9. Intentional acts

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

However, this exclusion does not apply to **bodily injury** if the **insured person** acted with reasonable force to protect any person or property.

### 10. Insured person

**Personal injury** to an **insured person** under this policy except under Part V – Liability – Section D – 6b.

### 11. Mould

**Personal injury** or **property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **mould**.

However, this exclusion does not apply to **personal injury** or **property damage** arising out of **mould** that is, is on, or is contained in, a good or product intended for consumption.

### 12. Motorised land vehicles

**Personal injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any motorised land vehicle. This exclusion does not apply to:

- a. golf buggies;
- b. quad bikes or motorcycles of under 51cc used within the grounds of a location listed on the schedule;
- c. garden equipment used for domestic purposes;
- d. a motorised land vehicle laid up at **your residence**; or
- e. a vehicle for use by a disabled person that does not require registration for the road; unless being used for or in connection with racing or time trials.

### 13. Nuclear hazard

**Personal injury** or **property damage** caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused.

### 14. Professional services

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

### 15. Sexual molestation or corporal punishment

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

- a. sexual molestation, misconduct or harassment;
- b. corporal punishment; or

## PART V – LIABILITY

c. sexual, physical or mental abuse.

### 16. Transmittable diseases

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

### 17. War

**Bodily injury** or **property damage** caused directly or indirectly by war, including the following and any consequence of the following:

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

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

### 18. Watercraft

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

### 19. Wind powered land vehicles

**Personal injury** or **property damage** arising out of the ownership, maintenance, use, loading or unloading of any wind powered land vehicle.

### 20. Wrongful termination

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

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

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

### 22. Cyber exclusion

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

## PART VI – ANNUAL TRAVEL

### A. SPECIAL DEFINITIONS

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

**Consultant** means a medical practitioner who either holds a substantive consultant post or holds a current Certificate of Satisfactory Completion of Specialist Training (CSCST), or is on the Specialist Division of the Register held with the medical council and holds a specialist accreditation issued by the medical council in accordance with European Community Medical Directives or an equivalent certification if practicing outside the territory.

**Doctor** means a registered medical practitioner who is not **you** or related to **you**, who is currently registered or licensed to practice medicine or dentistry under the laws of the country in which they practice

**Flood** means a general and temporary covering of water of two or more acres of normally dry land.

**Home** means **your** usual place of **residence** within Ireland.

**Natural catastrophe** means volcanic eruption, **flood**, tsunami, earthquake, landslide, hurricane, tornado or wildfire.

**Parent** means a person with parental responsibility including a legal guardian acting in that capacity.

**Permanent total disablement** means the inability of an **insured person** to continue in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life as determined by a **consultant**.

**Policy period** means the period of cover shown in **your** schedule. However, cover under section 1 (Cancelling **your trip**) starts at the time that **you** book the **trip** or the start date of **your** insurance cover arranged through **us**, whichever is later. Cover under all other sections starts when **you** leave **your home** address in Ireland (but not more than 24 hours before the booked departure time) or from the start date of **your** insurance cover, whichever is the later.

**Quarantine** means a restriction on movement or travel imposed by an official governmental body or health authority, in order to slow or prevent the spread of an epidemic or pandemic related communicable disease.

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

**Trip** means a journey originating from Ireland or a journey within Ireland that includes a pre-booked flight or a minimum of 2 nights away from **home** in paid accommodation. Cover ends when **you** return to **your home** address in Ireland (but not more than 24 hours after **your** return) or at the end of the period of insurance, whichever is earlier. Each **trip** must last no longer than 90 days. No cover is provided for one way **trips**.

**War** means military action, either between nations or resulting from civil war or revolution.

**We, us, our**, and **ours** means AIG Europe S.A., as insurer, or, as the context requires for the purposes of the administration of this policy, Azur Underwriting (Ireland) Limited as agent of AIG Europe S.A.

**You, your** means the person or persons named on the schedule and any **relative** who permanently resides with **you** at **your home**. Each individual must be under 76 years of age (unless the individual is specifically named on the schedule as an additional over age **insured person** and **we** have received additional premium for them, then the individual must be under 80 years of age).

### B. BASIS OF COVER

#### 1. Health conditions

**We** will not cover any claim where the following apply:

- a. **you** have sought the advice of a **consultant** in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming.
- b. **you** have been hospitalised as an inpatient in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming;

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- c. **you** are travelling against the advice of a **doctor**;
- d. **you** are travelling with the purpose of receiving medical treatment abroad;
- e. **you** or any person on whom **your trip** depends on are undergoing or waiting for hospital investigation or treatment for any undiagnosed condition or set of symptoms; or
- f. **you** or any person upon whom **your trip** depends have been given a terminal prognosis.

### 2. Country restrictions

This policy will not cover any claims, loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea or the Crimea region.

No cover is provided for claims arising as a direct result of a situation highlighted by the Department of Foreign Affairs where **you** have travelled to a specific country or to an area where, prior to **your trip** commencing, the Department of Foreign Affairs has allocated a security status of 'Avoid non-essential travel' or 'Do not travel' to **your** intended destination.

### 3. Residency restrictions

This policy offers coverage only to individuals ordinarily resident in Ireland and is not available to non- residents of Ireland.

## C. PAYMENT OF A LOSS

The following cover is provided for each **insured person**. It is important that **you** refer to the terms and conditions of the policy for full details of cover.

	Benefit per person	Maximum sum insured
1	Cancelling <b>your trip</b>	€10,000*
2	Cutting <b>your trip</b> short	€20,000*
3	Medical and other expenses	€20,000,000*
4	Missed departure	€1,000
5	Travel Delay <ul style="list-style-type: none"><li>• delay over 4 hours</li><li>• delay between 12 and 24 hours</li><li>• delay in excess of 24 hours</li><li>• abandoning <b>your trip</b></li></ul>	€75 €125 €200 €20,000*
6	Delayed baggage	€300
7	Passport and travel documents	€1,000
8	Personal accident: <ul style="list-style-type: none"><li>• <b>loss of limb</b></li><li>• <b>loss of sight</b></li><li>• permanent total disablement</li><li>• death benefit (aged 18 to 64)</li><li>• death benefit (aged under 18 or over 64)</li></ul>	€50,000 €50,000 €50,000 €50,000 €5,000
9	Legal expenses	€50,000*
10	Disaster	€1,000
11	Piste closure	€200
12	Avalanche cover	€200
13	Skis and ski equipment	€500
14	Ski hire	€750
15	Unused ski pack	€500
16	Golfers extension cover (outside Ireland) <ul style="list-style-type: none"><li>Green fees</li><li>Golf equipment</li></ul>	€500 €1,000

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### 17 Natural Catastrophe cover

• cancellation	€20,000*
• additional expenses if <b>you</b> are stranded at <b>your</b> point of departure in Ireland	€100
• additional costs to reach <b>your</b> destination	
• additional expenses if <b>you</b> are stranded on an international connection – €150 per 24 hours of delay, up to	€200
	€750
• additional expenses if <b>you</b> are stranded on <b>your</b> return journey <b>home</b> – €150 per 24 hours of delay, up to	€750
• additional travel expenses to get <b>you home</b>	
• additional car parking costs – €50 per 24 hours of delay, up to	€2,000*
• additional kennel or cattery fees – €50 per 24 hours of delay, up to	€250
	€250

\* All marked sections shall have an excess of €250 per **insured person**, per claim deducted from any valid claims settlement. However a maximum excess of €500 shall be applied per **occurrence**.

#### 1. Cancelling **your trip**

What **you** are covered for

**We** will pay up to €10,000 for:

- travel and accommodation expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot get back;
- the cost of excursions, tours and activities which **you** have paid for and which **you** cannot get back; and
- the cost of visas which **you** have paid for and which **you** cannot get back.

**We** will provide this cover if the cancellation of **your trip** is necessary and unavoidable as a result of the following:

- you** dying, becoming seriously ill or being injured;
- the death, serious illness or injury of a **relative**, a person **you** have booked to travel with or a **relative** or friend living abroad who **you** had planned to stay with. The incident giving rise to the claim must have been unexpected and not something **you** were aware of when **you** took out this insurance;
- you** being made redundant, as long as **you** had been working at **your** current place of employment for a minimum continuous period of two years, and that at the time of booking the **trip** or the date **you** purchased this insurance cover, whichever is earlier, **you** had no reason to believe that **you** would be made redundant. This cover would not apply if **you** are self-employed or accept voluntary redundancy;
- you** or a person who **you** have booked to travel with being called for jury service (and **your** request to postpone **your** service has been rejected) or attending court as a witness (but not as an expert witness);
- an accident to the vehicle in which **you** were planning to travel which happens within seven days before the date **you** planned to depart which leaves the vehicle unusable (this only applies to self drive holidays);
- if An Garda Síochána or another relevant authority needs **you** to stay in Ireland after a fire, storm, **flood**, burglary or vandalism to **your home** or place of **business** within seven days before **you** planned to leave on **your trip**;
- if **you** are a member of the defence forces, An Garda Síochána, fire, nursing, policing or ambulance services which results in **you** having to stay in Ireland due to an unforeseen emergency or if **you** are posted overseas unexpectedly;
- if after the time **you** booked **your trip** the Department of Foreign Affairs has allocated a security status of 'Avoid non-essential travel' or 'Do not travel' to **your** intended destination. However, there is no cover under this section if such advisory is issued due to an epidemic or pandemic.
- if **your** international departure from Ireland by **aircraft**, sea vessel, coach or train is delayed for more than 24 hours due to poor weather conditions, a strike, industrial action or mechanical breakdown.

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What **you** are not covered for under Part VI, Section C, 1

**We** will not pay for:

- a. the first €250 of each claim, per **insured person**;
- b. cancelling **your trip** because of a medical condition or an illness related to a medical condition which **you** knew about at the point of incepting or renewing the policy or at the time of booking the **trip**, whichever is later, and which could reasonably be expected to lead to a claim. This applies to **you**, a **relative**, or a person who **you** are travelling with, and any person **you** were depending on for the **trip**;
- c. cancelling **your trip** because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later.
- d. **you** not wanting to travel;
- e. any extra costs resulting from **you** not telling the holiday company as soon as **you** know **you** have to cancel **your trip**;
- f. **you** being unable to travel due to **your** failure to obtain the passport or visa **you** need for the **trip**.
- g. airport taxes shown in the cost of **your** flights;
- h. costs which have been paid for on behalf of a person who has not taken out insurance cover with **us**; or
- i. any claim that results from a strike or industrial action which was public knowledge at the time of booking **your trip**.
- j. any claim relating to a set of circumstances of which **you** were aware at the time **you** took out this insurance or the time **you** booked **your trip**, whichever is later, and which could reasonably be expected to lead to a claim, such as the serious illness of a relative or the existence of an epidemic (as declared by an official governmental body or health authority) either in the Republic of Ireland or the destination of **your trip** or the existence of a pandemic (as declared by the World Health Organization).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 2. Cutting **your trip** short

What **you** are covered for

**We** will pay up to €20,000 for:

- a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract and which **you** cannot get back;
- b. the cost of excursions, tours and activities which **you** have paid for either before **you** left Ireland or those paid for locally upon **your** arrival overseas and which **you** cannot get back; and
- c. reasonable additional travel costs to return back to Ireland if it is necessary and unavoidable for **you** to cut short **your trip**.

**We** will provide this cover if the cutting short of **your trip** is necessary and unavoidable as a result of the following.

- a. **you** dying, becoming seriously ill or being injured;
- b. the death, serious illness or injury of a **relative**, a person **you** are travelling with or a **relative** or friend living abroad who **you** are staying with;
- c. if the An Garda Síochána or the relevant authority need **you** to return **home** to Ireland after a fire, storm, **flood**, burglary or vandalism to **your home** or place of **business**; or
- d. if **you** are a member of the defence forces, An Garda Síochána, fire, nursing, policing or ambulance services which results in **you** having to return **home** to Ireland due to an unforeseen emergency or if **you** are posted overseas unexpectedly.



## PART VI – ANNUAL TRAVEL

What **you** are not covered for under Part VI, Section C, 2

- a. the first €250 of each claim, per **insured person**;
- b. cutting short **your trip** because of a medical condition or an illness related to a medical condition which **you** knew about at the point of incepting or renewing the policy or at the time of booking the **trip**, whichever is later, and which could reasonably be expected to lead to a claim. This applies to **you**, a **relative**, or a person with whom **you** are travelling with, and any person **you** were depending on for the **trip**;
- c. cutting short **your trip** because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later;
- d. any claims where the Medical Emergency Assistance Company has not been contacted and they have not authorised **your** early return back to Ireland;
- e. if **you** have to cut short **your trip** and **you** do not return to Ireland **we** will only be liable for the equivalent costs which **you** would have incurred had **you** returned to Ireland;
- f. **you** being unable to continue with **your** travel due to **your** failure to obtain the passport or visa **you** need for the **trip**;
- g. the cost of **your** intended return travel to Ireland if **we** have paid additional travel costs for **you** to cut short **your trip**;
- h. any claim relating to a set of circumstances of which **you** were aware at the time **you** took out this insurance or the time **you** booked **your trip**, whichever is later, and which could reasonably be expected to lead to a claim, such as the serious illness of a relative or the existence of an epidemic (as declared by an official governmental body or health authority) either in the Republic of Ireland or the destination of **your trip** or the existence of a pandemic (as declared by the World Health Organization);

Please note: **We** will calculate claims for cutting short **your trip** from the day **you** return to Ireland or the day **you** go into hospital as an inpatient. **Your** claim will be based solely on the number of complete days **you** have not used.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 3. Medical and other expenses

Please note: If **you** are admitted into hospital as an inpatient for more than 24 hours someone must contact the Medical Emergency Assistance Company on **your** behalf immediately.

What **you** are covered for

**We** will pay up to €20,000,000 for the necessary and reasonable costs as a result of **you** becoming ill, being injured or dying during **your trip**. This includes:

- a. emergency medical, surgical and hospital treatment and ambulance costs.
- b. up to €1,000 for emergency dental treatment as long as it is for the immediate relief of pain only.
- c. the cost of **your** return to Ireland earlier than planned if this is medically necessary and the Medical Emergency Assistance Company approve this.
- d. if **you** cannot return to Ireland as **you** originally planned and the Medical Emergency Assistance Company approve this, **we** will pay for:
  - i. extra accommodation (room only) and travel expenses (economy class unless a higher grade of travel is confirmed as medically necessary and authorised by the Medical Emergency Assistance Company or if a higher grade of travel was pre booked for **your** entire **trip**) to allow **you** to return to Ireland; and
  - ii. extra accommodation (room only) for someone to stay with **you** and travel **home** with **you** if this is necessary due to medical advice; or
  - iii. reasonable expenses for one **relative** or friend to travel from Ireland to stay with **you** (room only) and travel **home** with **you** if this is necessary due to medical advice.

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- e. up to €10,000 for the cost of returning **your** body or ashes to Ireland or for the cost of the funeral and burial expenses in the country in which **you** die if this is outside Ireland.

What **you** are not covered for under section C, 3

- a. the first €250 of each claim, per **insured person**;
- b. any medical treatment that **you** receive because of a medical condition or an illness related to a medical condition which **you** knew about and which could reasonably be expected to lead to a claim;
- c. any medical treatment that **you** receive because of a medical condition or an illness for which **you** have sought the advice of a **consultant** or required inpatient hospital treatment, in the 12 months preceding either the booking of **your trip** or purchase of this insurance whichever is later;
- d. any treatment or surgery which in the opinion of the Medical Emergency Assistance Company is not immediately necessary and can wait until **you** return to Ireland. The decision of the Medical Emergency Assistance Company is final;
- e. the extra cost of a single or private hospital room unless this is medically necessary;
- f. any search and rescue costs (costs charged to **you** by a government, regulated authority or private organisation connected with finding and rescuing an individual. This does not include medical evacuation costs by the most appropriate transport);
- g. any costs for the following:
  - i. telephone calls (other than the first call to the Medical Emergency Assistance Company to notify them of the medical problem);
  - ii. taxi fares (unless a taxi is being used in place of an ambulance to take **you** to or from a hospital); and
  - iii. food and drink expenses (unless these form part of **your** hospital costs if **you** are kept as an inpatient).
- h. any medical treatment and associated costs **you** have to pay when **you** have refused to come back to Ireland and the Medical Emergency Assistance Company considered **you** were fit to return **home**;
- i. any treatment or medication of any kind that **you** receive after **you** return to Ireland.

Please note: If the claim relates to **your** return travel to Ireland and **you** do not hold a return ticket, **we** will deduct from **your** claim an amount equal to **your** original carriers published one way airfare for the route used for **your** return.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

### 4. Missed departure

Please note: This section does not apply to **trips** taken within Ireland.

What **you** are covered for

**We** will pay up to €1,000 for the reasonable extra costs of travel and accommodation **you** need if **you** cannot reach the final international departure point on the outward or return journey from or to Ireland because:

- a. public transport (excluding flights) services fail due to poor weather conditions, a strike, industrial action or mechanical breakdown; or
- b. the vehicle in which **you** are travelling is directly involved in an accident or suffers a mechanical breakdown (this would not include **your** vehicle running out of fuel, oil or water or suffering a flat tyre, puncture or flat battery).

What **you** are not covered for under section C, 4

- a. any claims where **you** have not allowed enough time to reach **your** final booked international departure point at or before the recommended time.
- b. any claims where **you** have not obtained written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted;

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- c. any claims relating to **your** own vehicle suffering a mechanical breakdown if **you** are unable to provide evidence that the vehicle was properly serviced and maintained and that any recovery or repair was made by a recognised breakdown organisation; or
- d. any claims arising due to a **natural catastrophe** or volcanic ash carried by the wind (please see section 17 for details of the cover provided in the event of a **natural catastrophe**).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 5. Travel delay and abandoning **your trip**

What **you** are covered for

**We** will pay up to the overall limit shown on the table of benefits if the start of **your** pre-booked outward or return international journeys by **aircraft**, sea vessel or cross-channel train are delayed, due to circumstances outside **your** control.

#### a. Travel delay

**We** will pay up to the following benefits as long as **you** eventually go on the **trip**.

- i. delay over 4 hours €75;
- ii. delay between 12 and 24 hours €125;
- iii. delay in excess of 24 hours €200.

#### b. Abandonment

If it is necessary for **you** to have to cancel **your** outward **trip** from Ireland as a result of a delay lasting more than 24 hours, **we** will pay an amount equal to the cost of **your trip** up to €20,000 less any amounts that **you** can get back.

Special conditions which apply to section C, 5

It is a condition of the cover provided under this section that:

- a. **you** must have checked in for **your trip** at or before the recommended time; and
- b. **you** get a written statement from the appropriate transport company or authority confirming the reason for the delay and how long it lasted.

What **you** are not covered for under section C, 5

- a. the first €250 of each claim under section 5b (Abandonment), per **insured person**;
- b. any claim that results from a strike or industrial action which was public knowledge at the time of booking **your trip**;
- c. any claim arising due to a **natural catastrophe** or volcanic ash carried by the wind (please see section C, 17 for details of the cover provided in the event of a **natural catastrophe**).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 6. Delayed baggage

What **you** are covered for

**We** will pay up to €300 for essential items if **your** baggage is delayed or lost during an outward journey for more than 24 hours. **You** must get written confirmation of the length of the delay from the appropriate airline or transport company and **you** must keep all receipts for the essential items that **you** buy.

What **you** are not covered for under section C, 6

If **your** belongings are delayed or held by any customs or other officials legally taking **your** belongings.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

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### 7. Passports and travel documents

What **you** are covered for

**We** will pay up to €1,000 for the cost of replacing **your** passport, travel tickets, visas and admission tickets if they are lost or stolen.

What **you** are not covered for under section C, 7

- a. any loss or theft which **you** do not report to An Garda Síochána or relevant authority within 24 hours of discovering it and for which **you** do not get a written report;
- b. documents **you** leave unattended in a public place;
- c. loss of passport if **you** do not report the loss to the consular representative of **your** country of nationality within 24 hours of discovery and obtain a report confirming the date of loss and the date on which a replacement passport was obtained;
- d. Loss or theft from unattended **motor** vehicles, trailers or caravans.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 8. Personal accident

Please note: This section does not apply to **trips** taken within Ireland

What **you** are covered for

**We** will pay up to the amount shown in the table of benefits to **you** or **your** executors or administrators if **you** are involved in an accident during **your trip** which solely and independently results in one or more of the following within 12 months of the date of the accident.

- a. **loss of limb**;
- b. **loss of sight** in one or both eyes;
- c. **permanent total disablement** (meaning a disability which prevents an **insured person** from continuing in any occupation for which they are fitted by way of training, education or employment which in all probability will continue for the rest of their life); and/or
- d. accidental death.

### 9. Legal expenses

What **you** are covered for

**We** will pay up to €50,000 in respect of all **insured persons** in connection with any one event giving rise to a claim for legal **costs and expenses** arising as a result of pursuing claims for compensation and **damages** resulting from **your** death, illness or injury during **your trip**.

What **you** are not covered for under section C, 9

- a. the first €250 of each claim, per **insured person**;
- b. any claim where **we** or **our** legal representatives believe that an action is not likely to be successful or if **we** believe that the costs of taking action will be greater than any award;
- c. the costs of making any claim against **us**, **our** agents or representatives or any person with whom **you** have travelled or arranged to travel;
- d. any costs or expenses which are based directly or indirectly on the amount of any award;
- e. the costs of following up a claim for **bodily injury**, loss or damage caused by or in connection with **your** trade, profession or **business**.
- f. any claims arising out of **you** possessing, using or living on any land or in any buildings;

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g. any claims arising out of **you** owning, possessing, or using motorised/mechanically-propelled vehicles, water craft or **aircraft** of any description, animals, firearms, explosive devices or weapons;

h. any claims arising out of **your** criminal, malicious or deliberate acts.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 10. Disaster

What **you** are covered for

**We** will pay up to €1,000 for the cost of providing other similar accommodation if **your** booked accommodation cannot be lived in because of a fire, **flood**, earthquake or storm.

Special conditions which apply to section C, 10

It is a condition of the cover provided under this section that:

- a. **you** must give **us** a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted;
- b. any event that results in a claim under this section was not known about before **you** left from **your** international departure point; and
- c. **you** must give **us** evidence of all the extra costs **you** had to pay.

What **you** are not covered for under section C, 10

- a. any expenses that **you** can get back from any tour operator, airline, hotel or other provider of services; or
- b. any claim resulting from **you** travelling against the advice of the appropriate national or local authority. Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

### 11. Piste closure

This only applies in respect of the official ski season at **your** destination.

What **you** are covered for

**We** will pay up to €200 in total if, as a result of not enough snow in **your** pre-booked holiday resort, all lift systems are closed for more than 24 hours. **We** will pay for either:

- a. the cost of transport to the nearest resort up to €20 for each full 24-hour period; or
- b. up to €20 for each full 12-hour period if **you** are unable to ski and there is no other ski resort available.

Special condition which applies to section C, 11

It is a condition of the cover provided under this section that **you** get a written statement from the management of the resort confirming the reason for the closure and how long it lasted.

### 12. Avalanche cover

What **you** are covered for

**We** will pay up to €200 for reasonable extra travel and accommodation expenses that **you** need to pay if **your** pre-booked outward or return journey is delayed for more than 12 hours from **your** scheduled arrival time because of an avalanche.

Special condition which applies to section C, 12

It is a condition of the cover provided under this section that **you** get a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.

### 13. Skis and ski equipment

What **you** are covered for

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**We** will pay, up to €500 for loss, theft damage or breakage of skis, snowboards, bindings, poles and boots owned or hired by **you**.

What **you** are not covered for under section C, 13

- a. articles lost or stolen from an unattended **motor** vehicle, trailer or caravan; or
- b. ski equipment **you** leave unattended in a public place unless the claim relates to skis, poles, or snowboards that **you** have left in a ski rack.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

### 14. Ski hire

What **you** are covered for

**We** will pay €50 for each full 24-hour period for the costs of hiring other ski equipment. **We** will pay up to €750 in total if:

- a. the skis that **you** own are lost or delayed during **your trip** for over 12 hours; or
- b. the skis that **you** own are lost, stolen or damaged during the course of **your trip**.

Special condition which applies to section C, 14

It is a condition of the cover provided under this section that **we** take any payment made under this section from any claim under Section 13 (Skis and ski equipment) of this insurance. What **you** are not covered for under section 14

- a. any claim involving damage to **your** skis where **you** do not bring them back to Ireland so **we** can inspect them;
- b. any theft or loss which **you** do not report to the police within 24 hours of discovering it and get a written report;
- c. any theft, delay, loss of or damage to ski equipment while it is transported unless **you** report this, at the time, to the carrier and get a property irregularity report from them.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

### 15. Unused ski pack

What **you** are covered for

**We** will pay up to €500 for a proportion of **your** ski pack, unused due to **you** being ill or injured while **you** are on holiday and **you** are medically certified as being unable to use it. Ski pack consists of ski pass, ski hire and tuition fees.

### 16. Golfing equipment

What **you** are covered for

**We** will pay up to €500 for non refundable pre booked green fees if **you** are unable to play golf due to **you** being ill or injured while **you** are on holiday.

**We** will pay €75 for each full 24-hour period up to a total maximum of €1,000 for the costs of hiring replacement golfing equipment if:

- a. the golfing equipment that **you** own is lost or delayed during **your trip** for over 12 hours; or
- b. the golfing equipment that **you** own or hired is lost or damaged during the course of **your trip**.

What **you** are not covered for under section C, 16

- a. any theft or loss which **you** do not report to the An Garda Síochána or another relevant authority within 24 hours of discovering it and get a written report;
- b. any theft, delay, loss of or damage to golf equipment while it is transported unless **you** report this, at the time, to the carrier and get a property irregularity report from them.

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel.

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### 17. **Natural catastrophe** cover

If at the time of purchasing this insurance or booking **your trip**, whichever is the later, **you** are due to depart on **your trip** within the next 7 days, and a **natural catastrophe** has occurred which may directly result in a claim under this insurance, the amounts in the table of benefits will be reduced by 75%.

#### Section C, 17.1 – Cancellation

What **you** are covered for

**We** will pay up to €20,000 for:

- a. travel and accommodation expenses which **you** have paid or have agreed to pay under a contract;
- b. the cost of excursions, tours and activities which **you** have paid; and
- c. the cost of visas which **you** have paid for

If **your** departure is delayed by more than 24 hours due to the **occurrence** of a **natural catastrophe** and it becomes necessary for **you** to cancel **your trip**.

What **you** are not covered for under section C, 17.1

- a. the first €250 of each claim, per **insured person**;

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

#### Section C, 17.2 – Additional expenses if **you** are stranded at the point of departure in Ireland

If **you** have checked in prior to departure on the outward part of **your trip** and **your** departure is delayed by more than 24 hours due to a **natural catastrophe**, **we** will pay up to €100 for reasonable additional and unexpected:

- a. accommodation;
- b. cost of making alternative travel arrangements to return **home** or to reach **your** final point of international departure if **you** are on a connecting flight within Ireland;
- c. food and drink; and
- d. necessary emergency purchases that **you** may incur for the first 24 hours **you** are stranded, waiting to depart.

If **you** are still unable to depart on **your trip** after 24 hours, **you** may submit a claim under Section C, 17.1 (Cancellation).

Please note: If **you** are unable to check in, **you** may still be eligible to make a claim dependent upon the circumstances which have prevented **you** from checking in. Please contact **us** so **your** claim can be considered.

#### Section C, 17.3 – Additional costs to reach **your** destination if **you** decide to go on **your trip**.

If, after **you** have been delayed by 24 hours in Ireland due to the **occurrence** of a natural disaster, **you** still decide to go on **your trip**, **we** will pay up to €200, for the additional and unexpected costs **you** incur re-arranging **your** outbound travel to reach **your** original destination.

#### Section C, 17.4– Additional expenses if **you** are stranded on an international connection

**We** will pay €150 for each full 24-hour period up to a total maximum of €750 if **your** international connection is delayed by more than 24 hours due to a **natural catastrophe** for reasonable additional and unexpected:

- a. accommodation;
- b. cost of travel to an alternative point of departure or to alternative accommodation;
- c. cost of travel from **your** accommodation to **your** point of intended departure;
- d. food and drink; and
- e. necessary emergency purchases.

## PART VI – ANNUAL TRAVEL

that **you** may incur for up to five days, whilst **you** are stranded, waiting to make **your** international connection. Please note that there is a maximum of five days cover throughout the duration of **your trip**.

Section C, 17.5 – Additional expenses if **you** are stranded on **your** return journey **home**

**We** will pay €150 for each full 24-hour period up to a total maximum of €750 if **your** return journey **home** is delayed by more than 24 hours due to a **natural catastrophe** for reasonable additional and unexpected:

- a. accommodation;
- b. cost of travel to an alternative point of departure or to alternative accommodation;
- c. cost of travel from **your** accommodation to **your** point of intended departure;
- d. food and drink; and
- e. necessary emergency purchases that **you** may incur for up to five days whilst **you** are stranded, waiting to return **home**.

Section C, 17.6 – Additional travel expenses to get **you home**

If **your** return journey **home** is delayed by more than 24 hours due to a **natural catastrophe** and the carrier **you** are booked to travel **home** with is unable to make arrangements for **your** return journey within 72 hours of **your** original date of return, as shown on **your** travel itinerary, **we** will pay up to €2,000 for alternative travel arrangements to get **you home**.

**You** must contact the Emergency Assistance Travel helpline before making alternative travel arrangements, because if appropriate under the circumstances, they will make these arrangements for **you**.

If **your trip** involves multiple destinations, cover under this section applies if **your** onward connection is delayed by more than 24 hours due to a **natural catastrophe**. **You** must contact the Emergency Assistance Travel helpline before making alternative travel arrangements, because if appropriate, they will make these arrangements for **you**. The Emergency Assistance Travel helpline will decide under the circumstances whether to bring **you home** or re arrange **your** onward journey.

Section C, 17.7 – Additional car parking costs

**We** will pay €50 for each full 24-hour period up to a total maximum of €250 for additional car parking costs **you** incur if **your** return to Ireland is delayed by more than 24 hours due to a **natural catastrophe**.

Section C, 17.8 – Additional kennel or cattery fees

**We** will pay €50 for each full 24-hour period up to a total maximum of €250 for additional kennel or cattery fees if **your** return journey to Ireland is delayed by more than 24 hours due to a **natural catastrophe**.

Special conditions which apply to sections C, 17.1 to 17.8

1. **we** will only pay costs which are not refundable from any other source.
2. this insurance does not cover any expenses met by the airline under Regulation (EC) No. 261/2004. See section G for a brief description of **your** rights under this Regulation.
3. all additional expenses must be reasonable and necessary and incurred as a direct result of a **natural catastrophe**. For example, if **you** live near **your** departure point, **we** may deem additional accommodation unnecessary and unreasonable if **you** could easily return **home**.
4. **we** may ask **you** to provide an official letter from **your** carrier confirming the cause and length of the delay.
5. **you** must contact Travel Guard before making arrangements to return **home** under section C, 17.6 (Additional travel expenses to get **you home**).

Please also refer to the exclusions, as listed under section E of Part VI – Annual Travel

Claims evidence required for sections C, 17.1 to 17.8 may include

- a. proof of **your** original travel plans (for example, confirmation invoice or travel tickets).



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- b. for claims under section C, 17.1 (Cancellation) – cancellation invoices or letters from **your** tour operator, travel or accommodation provider confirming that **you** did not use their service and whether any refund is due to **you** from them;
- c. for claims under sections C, 17.2 to 17.8 – proof of all **your** additional expenses (for example, receipts for food and drink, invoices detailing additional accommodation, receipts for additional car parking).
- d. if required by **us**, **we** may ask **you** to provide an official letter from **your** carrier confirming the cause and length of the delay.

Please note: **We** may request other evidence to support **your** claim dependent upon the circumstances, in which case **we** will contact **you**.

### D. ADDITIONAL COVERS

#### 1. Sports and activities

If **you** intend to take part in a sport or activity during **your trip**, please see the following table for a full list of activities which are covered by this policy. If **you** wish to take part in an activity not shown in the table, please contact **us** before taking part to make sure that cover is provided.

Cover is available for the activities listed provided that:

- a. **you** follow the safety guidelines for the activity concerned and where applicable **you** use the appropriate and recommended safety equipment;
- b. the activity is not part of a competition or tournament (or where **you** may be in training for a competition or tournament); and
- c. the activity is not on a professional basis.

Angling	Amateur athletics
Archery	Badminton
Banana boating	Baseball
Basketball	Biathlon
Boardsailing	Bowling
Bowls	Bungee jumping (maximum 3 jumps any one <b>trip</b> )
Camel riding (supervised)	Canoeing (river – not white water)
Catamaran sailing	Clay pigeon shooting
Cricket	Cross country running
Curling	Cycling
Deep sea fishing	Dinghy sailing
Dog sledding	Dry slope skiing
Elephant trekking (supervised)	Fell walking
Fishing	Go karting
Golf	Gymnastics
Handball	Hiking up to 4,000 metres altitude
Hot air ballooning (organised pleasure rides only)	Jet skiing
Kayaking (up to grade 4 rivers only)	Netball
Orienteering	Paintballing (wearing eye protection)
Parachute jumping (tandem)	Parascending (supervised, over water)
Pony trekking	Racket ball
Rackets	Rambling up to 4000 metres altitude
Rifle shooting	Ringos
Roller skating/blading (wearing pads and helmet)	Rounders
Rowing	Running (not marathon running)

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Safari trekking in a vehicle (must be organised by a bonafide tour operator)	Safari trekking on foot (must be organised tour)
Sail boarding	Sailing/yachting inshore
Scuba diving (up to 30 metres depth if qualified or with an instructor)	Sea kayaking
Shooting	Skateboarding
Snorkelling	Softball
Squash	Surfing
Swimming	Table tennis
Tennis	Ten pin bowling
Trampolining	Trekking up to 4,000 metres altitude
Volleyball	Wake boarding
Walking up to 4,000 metres altitude	Water polo
Water skiing	White water canoeing
White water rafting	Windsurfing
Zorbing	

### 2. Winter sports

Skiing and snowboarding, cross-country skiing, mono skiing, big foot skiing, cat skiing, blading, langlauf (also known as cross-country skiing), ski boarding, tobogganing and glacier walking or trekking up to 4,000 metres. Off-piste skiing and off-piste snowboarding will only be covered if undertaken within areas considered to be safe by resort management. Cover is available for Winter Sports listed provided that:

- you** follow the safety guidelines for the activity concerned and where applicable **you** use the appropriate and recommended safety equipment;
- the activity is not part of a competition or tournament (or where **you** may be in training for a competition or tournament); and
- the activity is not on a professional basis.

### E. EXCLUSIONS

The following exclusions apply to Part VI – Annual Travel section of **your** policy:

#### 1. Medical conditions

Any claim where the following apply:

- you** have sought the advice of a medical **consultant** in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming;
- you** have been hospitalised as an inpatient in the 12 months before **you** purchased this insurance or booked **your trip**, whichever is later, for a condition which is medically related to the one for which **you** are claiming;
- you** are travelling against the advice of a medical practitioner;
- you** are travelling with the purpose of receiving medical treatment abroad;
- you** or any person on whom **your trip** depends on are receiving or waiting for hospital investigation or treatment for any undiagnosed condition or set of symptoms;
- you** or any person on whom **your trip** depends having been given a terminal prognosis.

#### 2. Quarantine or travel restrictions as a result of an epidemic or pandemic

Any claim arising from **Quarantine** or travel restrictions due to government orders, warnings, advisories, regulations, directives, prohibitions, or border closures, relating to a current or previous epidemic or pandemic (including, but not limited to, COVID-19 and any mutation, strain, or variation of COVID-19) declared by the World Health Organization or by

## PART VI – ANNUAL TRAVEL

any official governmental body or health authority.

### 3. **War** or similar risks

Any claim arising out of **war**, civil **war**, invasion, revolution or any similar event.

### 4. Consequential loss

Any indirect losses, costs, charges or expenses (meaning losses, costs, charges or expenses which are not listed under the headings 'What **you** are covered for' in sections C, 1 to 17, for example, loss of earnings if **you** cannot work after **you** have been injured or the cost of replacement locks if **your** keys are stolen).

### 5. Insolvency

Any claim arising from the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **you**.

### 6. Territorial limits

Any claim resulting from you travelling to a country where the Department of Foreign Affairs has allocated a security status of 'Avoid non-essential travel' or 'Do not travel'.

Any claim, loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea or the Crimea region.

### 7. Intentional or illegal acts

Any claim arising from **you** being involved in any deliberate, malicious, reckless, illegal or criminal act.

### 8. Hazardous activities

Any claim involving **you** taking part in any sport or activity not listed under Sports and Activities and/ or Winter Sports, unless the sport or activity has been authorised by **us**. Please see the Sports and Activities and/or Winter Sports sections for further details.

### 9. Deliberate acts

Any claim arising from;

- a. **your** suicide or attempted suicide; or
- b. **you** injuring yourself deliberately or putting yourself in danger (unless **you** are trying to save a human life).

### 10. Alcohol or drugs

Any claim arising directly or indirectly from using alcohol or drugs (unless the drugs have been prescribed by a doctor) or **you** being affected by any sexually transmitted disease or condition.

### 11. Normal living costs

Any costs which **you** would have been liable to pay had the reason for the claim not occurred (for example, the cost of food which **you** would have paid for in any case).

### 12. Inoculations and vaccinations

Any claim arising as a result of **you** failing to get the inoculations and vaccinations that **you** need in relation to **your trip**.

### 13. Medical advice

Any claim arising from **you** acting in a way which goes against the advice of a doctor.

## F. CONDITIONS

The following conditions apply to all sections of Part VI – Annual Travel:

### 1. Disclosure

## PART VI – ANNUAL TRAVEL

**You** must tell **us** if **you** know about anything which may affect **our** decision to accept **your** insurance (for example, if **you** are planning to take part in a dangerous activity while **you** are on holiday).

### 2. Claims notification

All claims must be notified as soon as it is reasonably practical after the event which causes **you** to submit a claim. Late notification of a claim may affect **our** acceptance of a claim or result in the amount **we** pay being reduced.

### 3. Duty of care

**You** must take all reasonable steps to avoid or reduce any loss which may mean that **you** have to make a claim under this insurance.

### 4. Documentation

**You** must give **us** all the documents **we** need to deal with any claim. **You** will be responsible for the costs involved in doing this. For example, in the event of a cancellation claim **you** will need to supply proof that **you** were unable to travel, such as a medical certificate completed by the appropriate doctor.

### 5. Medical or post mortem examinations

**You** must agree to have a medical examination if **we** ask. If **you** die, **we** are entitled to have a postmortem examination.

### 6. Recovery

**You** must pay **us** back any amounts that **we** have paid to **you** which are not covered by the insurance.

### 7. Personal accident

**We** will deal with claims under section 8 (personal accident) in respect of accidental death as follows:

- a. if an **insured person** is 18 years of age or over any sums payable will be made to the executor or personal representative of the deceased **insured person's** estate.
- b. if an **insured person** is 17 years of age or under any sums payable will be made to a **parent** of the deceased **insured person**.

## G. TRAVEL DELAYS – EC REGULATIONS

This policy is not designed to cover costs which are met under the Regulation (EC) No. 261/2004. Under this Regulation if **you** have a confirmed reservation on a flight, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of **your** flight) the airline must offer **you** meals, refreshments and hotel accommodation. If the delay is more than 5 hours, the airline must offer to refund **your** ticket.

The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier.

If **your** flight is delayed or cancelled, **you** must in the first instance approach **your** airline and clarify with them what costs they will pay under the Regulation.

If **you** would like to know more about **your** rights under this Regulation, additional useful information can be found on the Irish Aviation Authority website ([www.iaa.ie](http://www.iaa.ie)).

## PART VII – FAMILY PLUS LEGAL EXPENSES

This cover is underwritten by ARAG Legal Protection Limited who is authorised under a cover holder agreement to administer this insurance on behalf of the **insurer**, ARAG Insurance Company Limited.

If **you** wish to speak to **ARAG** about a personal legal problem, please phone **ARAG** on 1850 670 747. **ARAG** will ask **you** about **your** legal issue and, if necessary, call **you** back to give **you** legal advice.

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, please phone **ARAG** on 01 670 7470 and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department, ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin, D02 WR20** or **claims@arag.ie**.

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an appointed representative appointed by **us**. Claims outside Ireland may be dealt with by **ARAG** offices elsewhere in Europe.

Please do not ask for help from a lawyer, accountant or anyone else before **ARAG** has agreed. If **you** do, **ARAG** will not pay the costs involved.

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

### A. SPECIAL DEFINITIONS IN PART VII (in addition to the policy definitions)

**Appointed representative** means the **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act for an **insured person** under this section.

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

**Costs and expenses** means:

- a. all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms**
- b. All reasonable and necessary costs chargeable by the appointed representative and agreed by **us** on a party/party basis.
- c. The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.
- d. In the event of **your** absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the appointed representative. The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount **your** employer has paid **you**, or the court or the Workplace Relations Commission, has paid or awarded **you**.

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

- a. the time **you** are off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- b. if **you** work full time, the salary or wages for each day equals 1/250th of **your** yearly salary or wages;
- c. if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages;
- d. if **you** are self employed, **we** will pay net salary or wages that **you** draw from the business to cover **your** own personal cost-of-living expenses.

## PART VII – FAMILY PLUS LEGAL EXPENSES

**Countries covered** means:

- a. for insured incidents 2 Contract disputes and 3 Bodily Injury:

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

- b. for all other insured incidents:

The Republic of Ireland.

**Date of occurrence** means the following:

- a. for civil cases (other than under insured event 6 Tax Protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
- b. for criminal cases, the date **you** began, or are alleged to have begun, to break the law.
- c. for insured incident 6 Tax protection, the date when the Revenue Commissioners first notifies **you** in writing of its intention to make an enquiry.

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

**Insurer** means ARAG Insurance Company Limited – a Branch of ARAG Allgemeine Versicherungs-AG.

**Period of insurance** means the period for which **we** have agreed to cover **you**.

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

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

**Reasonable prospects** means that:

- a. 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 must be at least 51%. **We**, or a **preferred law firm** acting on our behalf, will assess whether there are **reasonable prospects**.
- b. For criminal cases there is no requirement for there to be prospects of a successful outcome
- c. For all civil and criminal appeals the prospect of a successful outcome must be at least 51%.

**Revenue Audit** is an examination by the Revenue Commissioners of self assessment return for income tax or capital gains.

**We, us, our, ARAG** means ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **insurer**, ARAG Insurance Company Limited.

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

### B. BASIS OF COVER

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

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is during the **period of insurance**;

## PART VII – FAMILY PLUS LEGAL EXPENSES

3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**.

What **ARAG** will pay

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

- a. the most **ARAG** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €100,000;
- b. the most **ARAG** will pay in **costs and expenses** is no more than the amount they would have paid to a **preferred law firm**. The amount **ARAG** will pay a law firm (where acting as an **appointed representative**) is currently €150 per hour. This amount may vary from time to time;
- c. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist;
- d. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section of the policy, **we** must agree that **reasonable prospects** exist
- e. where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of **damages**, the most **we** will pay in **costs and expenses** is the value of the likely award.
- f. in respect of insured incident 3 'Bodily injury' **we** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.

What **ARAG** will not pay

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

## PART VII – FAMILY PLUS LEGAL EXPENSES

### C. INSURED INCIDENTS

<b>What is covered</b> Please also refer to Section VII Basis of Cover	<b>What is not covered</b> Please also refer to Exclusions
<p>1 Employment disputes</p> <p><b>We</b> will negotiate for <b>your</b> legal rights in a dispute relating to <b>your</b> contract of employment or future employment.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>a. employer's disciplinary hearings or internal grievance procedures;</li> <li>b. any claim relating solely to <b>personal injury</b>.</li> </ul>
<p>2 Contract disputes</p> <p><b>We</b> will negotiate for <b>your</b> legal rights in a contractual dispute arising from an agreement or an alleged agreement which <b>you</b> have entered into for:</p> <ul style="list-style-type: none"> <li>a. buying or hiring in goods or services; or</li> <li>b. selling goods.</li> </ul> <p>Provided that:</p> <p>The amount of the dispute is more than €150.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>a. the settlement payable under an insurance policy (<b>we</b> will negotiate if <b>your</b> insurer refuses <b>your</b> claim, but not for a dispute over the amount of the claim).</li> <li>b. a dispute arising from a loan, mortgage pension, investment or borrowing.</li> <li>c. a dispute over the terms of lease of land or a, license or tenancy of land or buildings. However, <b>we</b> will cover a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement.</li> <li>d. a contract regarding <b>your</b> trade, profession, employment or any business venture.</li> <li>e. construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT) or extending any building where the contract value exceeds €7,500 (including VAT).</li> </ul>
<p>3 <b>Bodily injury</b></p> <p><b>We</b> will negotiate for <b>your</b> legal rights in a claim against a party who causes the death of, or bodily injury to <b>you</b>. This includes helping <b>you</b> to register <b>your</b> claim with the <b>Personal Injuries Assessment Board (PIAB)</b>.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>a. illness or <b>bodily injury</b> that happens gradually or is not caused by a specific or sudden accident.</li> <li>b. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical <b>bodily injury</b> to <b>you</b>.</li> <li>c. clinical negligence.</li> <li>d. defending your legal rights, but defending a counter-claim is covered.</li> <li>e. the cost of obtaining a medical report when registering a claim with the <b>PIAB</b>.</li> </ul>
<p>4 Clinical negligence</p> <p><b>We</b> will negotiate for <b>your</b> legal rights where it is alleged that accidental death or bodily injury to <b>you</b> has resulted from a single negligent act of surgery, clinical or medical procedure.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>a. the failure or alleged failure to correctly diagnose <b>your</b> condition; or</li> <li>b. psychological injury or mental illness that is not associated with <b>you</b> having suffered physical <b>bodily injury</b>.</li> </ul>



## PART VII – FAMILY PLUS LEGAL EXPENSES

<b>What is covered</b> Please also refer to Section VII Basis of Cover	<b>What is not covered</b> Please also refer to Exclusions
<p>5 Property protection</p> <p>We will negotiate for <b>your</b> legal rights in a civil action; and/or arrange mediation (if appropriate); for a dispute relating to physical property (including <b>your</b> principle and holiday home) which is legally owned by <b>you</b> or for which <b>you</b> are responsible, following:</p> <p>a. an event which causes physical damage to such property but the amount in dispute must be more than €150;</p> <p>b. a legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it); or</p> <p>c. a trespass.</p>	<p>a. A claim relating to the following:</p> <ul style="list-style-type: none"> <li>i. a contract <b>you</b> have entered into;</li> <li>ii. any building or land except <b>your</b> main or holiday <b>home</b>;</li> <li>iii. someone legally taking <b>your</b> property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> property by any government or public or local authority;</li> <li>iv. work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;</li> <li>v. mining subsidence;</li> </ul> <p>b. Defending a claim relating to an event that causes physical damage to physical property, but defending a counter-claim is covered.</p> <p>c. the first €350 of any claim for legal nuisance or trespass. This is payable as soon as <b>we</b> accept the claim</p>
<p>6 Tax protection</p> <p>In the event of a <b>revenue audit</b> relating to <b>your</b> self-assessment tax return, <b>we</b> will negotiate for <b>you</b>, and represent <b>you</b> in any appeal proceedings.</p>	<p>a. any claim relating to the tax affairs of a company, or any claim if <b>you</b> are self employed, or a sole trader, or in a <b>business</b> partnership.</p> <p>b. a claim relating to an off shore account held by <b>you</b>.</p> <p>c. any Revenue Commissioner's audit where <b>you</b> have not submitted a self-assessment tax return.</p> <p>d. reviews conducted by the Revenue Commissioners as part of its review programmes.</p>
<p>7 Jury service and court attendance</p> <p><b>Your</b> absence from work:</p> <p>a. to attend any court or tribunal at the request of the <b>appointed representative</b></p> <p>b. to perform jury service</p> <p>c. to carry out activities specified by the identity theft support service under insured incident 9 Identity theft.</p>	

## PART VII – FAMILY PLUS LEGAL EXPENSES

<b>What is covered</b> Please also refer to Section VII Basis of Cover	<b>What is not covered</b> Please also refer to Exclusions
<p>8 Legal defence</p> <p><b>Costs and expenses</b> to defend <b>your</b> legal rights:</p> <p>a. if an event arising from <b>your</b> work as an employee leads to</p> <p>i. <b>you</b> being prosecuted</p> <p>ii. civil action being taken against <b>you</b> under</p> <ul style="list-style-type: none"> <li>• discrimination legislation</li> </ul> <p>b. if an event leads to <b>you</b> being prosecuted for an offence connected with the use or driving of a motor vehicle.</p>	<p>A claim relating to the following:</p> <p>a. parking or obstruction offences; or</p> <p>b. <b>you</b> driving a <b>motor</b> vehicle for which <b>you</b> do not have valid <b>motor</b> insurance.</p> <p>c. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.</p>
<p>9. <b>Identity Theft</b></p> <p><b>Identity theft support service</b></p> <p>Following a call to the <b>identity theft</b> helpline service, <b>we</b> will help to restore <b>your</b> identity and credit status if <b>you</b> have become a victim of <b>identity theft</b>. <b>We</b> will assign a personal case worker who will provide phone advice to help regain <b>your</b> identity.</p> <p><b>Legal costs</b></p> <p>Following <b>your identity theft</b>:</p> <p>a. <b>we</b> will pay <b>legal costs</b> to reinstate <b>your</b> identity including costs for the signing of statutory declarations or similar documents;</p> <p>b. <b>we</b> will negotiate for <b>your</b> legal rights in a dispute with debt collectors or any party pursuing legal action against <b>you</b> arising from or relating to <b>identity theft</b>;</p> <p>c. <b>we</b> will pay loan-rejection fees and any re-application administration fee for a loan when <b>your</b> original application has been rejected</p> <p><b>Provided that;</b></p> <p>I. <b>you</b> file a Gardaí/relevant authority report and notify banks and building societies as soon as possible; and</p> <p>II. <b>you</b> tell <b>us</b> if <b>you</b> have previously suffered <b>identity theft</b>; and</p> <p>III. <b>you</b> take all reasonable action to prevent continued unauthorised use of <b>your</b> identity.</p>	<p>a. Any claims for fraud committed by anyone entitled to make a claim under this policy.</p> <p>b. Losses arising from <b>your business</b> activities</p>

## PART VII – FAMILY PLUS LEGAL EXPENSES

### D. HELPLINES AND ONLINE LAW GUIDE

**ARAG** provide these services 24 hours a day, seven days a week during the policy period. However, **we** may need to arrange to call **you** back depending on **your** enquiry. All helplines apply to the Republic of Ireland unless stated otherwise. When phoning, please tell **ARAG** **you** are an Azur Private Client Group Europe policyholder.

#### 1. Legal advice service

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

**Our** legal advisers provide advice about the law in the Republic of Ireland 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of specialist matters, **we** will refer **you** to one of **our** specialist advisers. Specialist advice is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will call **you** back

To contact the above services, phone **ARAG** on: +353 1850 670 747

#### 2. Identity Theft Service

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

To contact the above services, phone **ARAG** on: +353 1850 252 922

#### 3. Health and medical information service

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

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

To contact the above services, phone **ARAG** on: +353 1890 254 164.

#### 4. Counselling service

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

To contact the above service, telephone **ARAG** on: +353 1850 670 407

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

### E. EXCLUSIONS

The following exclusions apply to Part VII – Family Legal Expenses section of **your** policy:

#### 1. Late reported claims

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

#### 2. Costs **ARAG** have not agreed

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

#### 3. Court awards and fines

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

## PART VII – FAMILY PLUS LEGAL EXPENSES

### 4. Legal action **ARAG** have not agreed

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

### 5. Defamation

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

### 6. Dispute

A dispute with **ARAG, AIG Europe SA** or **Azur Underwriting Limited** not otherwise dealt with under Section Judicial reviews, inquests, inquiries and injunctions.

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

### 7. Nuclear, **war** and **terrorism** risks

A claim caused by, contributed to or arising from:

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

### 9. Litigant in person

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

### 10. Deliberate Acts

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

## F. CONDITIONS

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

### 1. Compliance with the policy terms

You must:

- a. comply with the terms and conditions of this section;
- b. take reasonable steps to avoid and prevent claims;
- c. take reasonable steps to avoid incurring unnecessary costs;
- d. send everything **we** ask for, in writing; and
- e. report to **us** full and factual details of any claim as soon as possible and give **us** any information they need.

### 2. An **insured person's** legal representation

- a. On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer as an **insured person's appointed representative** to deal with **your** claim. The **appointed representative** 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 if there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.

## PART VII – FAMILY PLUS LEGAL EXPENSES

c. If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** chosen law firm the opportunity to act on the same terms as a **preferred law firm**. However if the firm refuses to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms** and, in those circumstances, **you** would be liable for costs and expenses which exceed those included within the **ARAG Standard Terms**. These will be provided to **you** once we accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a preferred law firm for the relevant claim type, **we** will pay up to a maximum of €150 per hour.

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

### 3. Your responsibilities

a. **You** must co-operate fully with **ARAG** and with the **appointed representative**.

b. **You** must pass on to the **appointed representative** any instructions that **ARAG** ask for.

### 4. Offers to settle a claim

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

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

c. **ARAG** 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 action. In these circumstances, **you** must allow **us** to take over and pursue or settle any claim in your name. **You** must also allow **us** to pursue at **our** own expense and for **your** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help needed to do so.

### 5. Assessing and recovering costs

a. If **ARAG** requests, **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** and **PIAB** application fee(s) that **we** have to pay, and must pay **us** any **costs and expenses** and **PIAB** application fee(s) that are recovered.

### 6. Cancelling an appointed representative's appointment

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

### 7. Withdrawing cover

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

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

### 8. Disputes

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

### 9. Expert opinion

**We** may, at **our** discretion, require **you** to obtain, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance

## PART VII – FAMILY PLUS LEGAL EXPENSES

by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover **damages** (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

### 10. Fraudulent claims

**ARAG** will, at its discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- a. a claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at our discretion, also share information with other parties such as the Gardai, government bodies and anti-fraud organisations.

### 11. Other insurance

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

### 12. Applicable law

This policy will be governed by Irish Law. All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.

### 13. Claims under this policy by a third party

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

## G. PRIVACY STATEMENT

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

### 1. Collecting personal information

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

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

### 2. Using personal or sensitive information

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

### 3. Keeping personal information

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

### 4. Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

## PART VIII – FAMILY PROTECT

### A. SPECIAL DEFINITIONS

Notwithstanding its definition in Part I – Definitions section of **your** policy, for the purposes of this Part VIII – Family Protect section of **your** policy, the definition of **insured person** does not include any legal entity named on the policy schedule that is not a natural person.

#### 1. Other special definitions

**Act of terrorism** means an activity that:

- a. is committed for political, religious, ideological or similar purposes and involves a violent act or the unlawful use of force or an unlawful act dangerous to human life or tangible property;
- b. is carried out by any person or group, whether acting alone or on behalf of or in connection with any organisation;
- c. is intended to:
  - i. intimidate or coerce a civilian population;
  - ii. disrupt any segment of the economy of a government, state or country;
  - iii. overthrow, influence, or affect the conduct of, any government by intimidation or coercion; or
  - iv. affect the conduct of a government by mass destruction, assassination, kidnapping or hostage taking; and
- d. causes actual physical damage to **property** or bodily injury or death to an **insured person** or prevents **insured persons** from having access to or from being able to exit from **property**.

**Aggravated burglary** means a person unlawfully entering **your home** or any temporary accommodation in which **you** are staying and committing or threatening violence against or to an **insured person**.

**Air rage** means angry and violent behaviour or drunken behaviour on a commercial aircraft which is against an **insured person** on that aircraft or which puts an **insured person** on that aircraft in fear of danger to safety of the flight.

**Assault** means the robbery of or violent attack on an **insured person** which directly causes that **insured person's** death or serious bodily injury and which:

- a. is not as part of an affray entered into by that **insured person**;
- b. does not take place while that **insured person** is under the undue influence of alcohol or drugs; and
- c. is not provoked by aggressive physical conduct of any **insured person**.

**Car jacking** means the criminal taking by force of (or of control of) a **motor** which is being driven or ridden by an **insured person** or in or on which an **insured person** is a passenger, including by forcing the driver to drive the **motor** under the direction of the person who is taking.

**Child abduction** means the illegal taking or abduction of **your**, a **family member's** or **relative's** child under the age of eighteen (18) by someone other than a parent or legal guardian, or an agent of either.

**Consultant costs** means the necessary fees and expenses of the **crisis consultants** incurred during response to an **insured event**, including but not limited to costs of travel, accommodation, qualified interpretation, communication, and payments to informant(s).

**Cyber attack** means:

- a. the release, divulgence, dissemination, destruction or use of **data** acquired through the unauthorised access to or use of a **computer system**;
- b. the introduction of a malicious code into a **computer system** or use of a **computer system** as a vehicle to transmit malicious code;
- c. the deliberate corruption, damage or destruction of a **computer system**;
- d. a denial of service attack on a **computer system**;

## PART VIII – FAMILY PROTECT

- e. the use of disruptive activities against a **computer system**; or
- f. any unauthorised access to a **computer system**.

**Computer system** means:

- a. any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by an **insured person**; or
- b. any cloud service, or other hosted computer resources, used by an **insured person**.

**Crisis consultants** means NYA or any other response consultants used with **our** prior written consent.

**Data** means any electronically stored, digital or digitised information or media.

**Detention** means the holding under duress (other than a **kidnapping** or **hijacking**), for a period in excess of three hours, of an **insured person** for whatever reason and irrespective of whether such holding is by legal governmental authorities in the place of custody or by other parties, which holding:

- a. is not due to any alleged act or alleged violation of the laws of the host country by an **insured person** which would be a criminal offence if committed by that **insured person** in the country of which they are a national or (unless **we** determine that the allegations of such act or violation were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect on an **insured person**); and
- b. is not due to the failure of an **insured person** properly to procure or maintain immigration, work, residence or similar visas, permits or other documentation.

**Disappearance** means an **insured person** going missing for a period exceeding forty-eight (48) hours from the last confirmed contact with that **insured person**. For the purposes of this policy, commencement of a **disappearance** is the time of that last confirmed contact.

**Disappearance Investigation Expenses** means the necessary fees and expenses of the **crisis consultants** assisting **insured persons** with regard to a **disappearance** for a period not exceeding ninety (90) days from the date the **disappearance** was first reported to or discovered by **you**.

**Extortion** means the making of illegal threats (other than threats of a **cyber attack**) directly or indirectly to an **insured person**:

- a. to kill, injure, detain, abduct or take or hold captive an **insured person**;
- b. to cause physical damage or loss of **property**; or
- c. to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about an **insured person** (other than to do so by means of a **cyber attack**), by a person or group who demands a **ransom** specifically from an **insured person's** assets as a condition of not carrying out such threats.

**Hijacking** means the illegal holding under duress, for a period in excess of three hours, of one or more **insured persons**, while travelling by any form of transportation or when forcibly removed from that mode of transportation.

**Insured event** means an:

- a. **act of terrorism**;
- b. **aggravated burglary**;
- c. **air rage**;
- d. **assault**;
- e. **car jacking**;
- f. **child abduction**;
- g. **detention**;



## PART VIII – FAMILY PROTECT

- h. **disappearance**;
- i. **extortion**;
- j. **hijacking**;
- k. **kidnapping**;
- l. **road rage**;
- m. **stalking event**; or
- n. **threat**,

which commences during the **policy period** and within the **territory**. If it is evident from one or more demands or the making of such that any **insured events** are or were carried out in furtherance one of another, those **insured events** shall be deemed to be connected to each other. A series of **insured events** which are connected to each other (whether by being furthered together or otherwise) shall be deemed to constitute a single **insured event** commencing at the time the first of them commences.

**Kidnapping** means the actual, attempted or alleged illegal taking and holding captive of one or more **insured persons**, or a claim to be illegally holding captive one or more **insured persons**, by a person or group who demands payment of a **ransom** from an **insured person's** assets in order to release such captive(s).

**Loss or expense** means:

- a. **ransom**;
- b. all expenses referred to in Basis of Cover 2 – Expenses;
- c. **consultant costs**;
- d. **disappearance investigation expenses**; and
- e. **threat expenses**.

**Property** means **your home** all real or personal property (including buildings, fixtures, fittings, works of art and other contents, plant and equipment (fixed or mobile), vehicles, vessels, aircraft, livestock and bloodstock) owned, managed or leased by an **insured person** or for which an insured person is legally responsible. **Property** does not include **data** or computer software.

**Ransom** means cash, funds, monetary instruments, cryptocurrency, securities, **property** or services surrendered or to be surrendered by or on behalf of an **insured person** to meet a **kidnapping**, **hijacking** or **extortion** demand.

**Road rage** means angry and violent behaviour against an **insured person** while they are travelling in or on a **motor** by a person in or on another **motor** or conveyance. For the purposes only of this policy's cover relating to road rage, the definition of **insured person** includes a person in the employment of an **insured person** as their chauffeur.

**Stalking event** means:

- a. harassment, stalking or physical following of;
- b. unwanted contact with;
- c. actual or attempted bodily injury to; or
- d. actual or attempted harm to property of,

an **insured person** (but not by e-mail, social media, social networking, interactive communication, online community or any other use of the internet) by a person against whom there is a court order to protect the **insured person** from that person and which is reported to the police or other law enforcement authorities within seventy-two (72) hours of taking place.

**Territory** means anywhere in the world except Afghanistan, Egypt, Iraq, Libya, Mali, Nigeria, Pakistan, Somalia, Syria, Venezuela and Yemen.

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**Threat** means the making of illegal threats (other than threats of a **cyber attack**) by a person or group, without demanding a ransom, directly or indirectly to an **insured person**:

- a. to kill, injure, detain, abduct or take or hold captive an **insured person**;
- b. to cause physical damage or loss of **property**; or
- c. to disclose, disseminate or utilise proprietary, personal, private or confidential information of or about an **insured person** (other than to do so by means of a **cyber attack**).

**Threat expenses** means:

- a. the necessary fees and expenses of the **crisis consultants** for conducting, during the sixty (60) days from when the **threat** commences, an initial assessment of the **threat** and recommending temporary security measures to protect against the **threat**; and
- b. the costs of temporary security measures during the sixty (60) days from when the **threat** commences which are taken on the specific recommendation of the **crisis consultants** solely and directly for protecting against the **threat**.

### B. BASIS OF COVER

#### 1. Ransom

**We** shall reimburse any **ransom** paid by an **insured person** as a result of a **kidnapping, hijacking or extortion** which commences during the **policy period** and within the **territory**.

#### 2. Expenses

**We** shall pay or reimburse any of the following expenses which are necessarily incurred by an **insured person** in connection with an **insured event** which commences during the **policy period** and within the **territory**:

- a. the amount paid by the **insured person** as a reward to an informant for information which contributes to the resolution of an **insured event** (an informant is a person providing information not otherwise obtainable and solely in return for a reward offered by the **insured person**);
- b. the fees for independent psychiatric, medical and dental care incurred within thirty-six (36) months following the insured event for conditions resulting from an insured event;
- c. the cost of travel and accommodations incurred by **you** and **your** family as a result of the **insured event**.

#### 3. Crisis Consultants

**We** shall pay the **consultant costs** arising from an **insured event** (other than a **threat** or **disappearance**) which commences during the **policy period** and within the **territory**.

#### 4. Disappearance Investigation Expenses

**We** shall pay or reimburse **disappearance investigation expenses** incurred by an **insured person** in connection with a **disappearance** which commences during the **policy period** and within the **territory**.

#### 5. Threat Expenses

**We** shall pay or reimburse **threat expenses** incurred by an **insured person** in connection with a **threat** which commences during the **policy period** and within the **territory**.

### C. PAYMENT OF A LOSS

For each single **insured event**, the maximum amount **we** shall pay or reimburse:

- 1. for **ransom** under Basis of Cover 1 – Ransom is €50,000;
- 2. for expenses under Basis of Cover 2 – Expenses, is €50,000;
- 3. for **consultant costs** under Basis of Cover 3 – Crisis Consultants is unlimited;

## PART VIII – FAMILY PROTECT

- 4. for **disappearance investigation expenses** under Basis of Cover 4 – Disappearance Investigation Expenses is €50,000;
- 5. for **threat expenses** under Basis of Cover 5 – Threat Expenses is €50,000.

### D. EXCLUSIONS

The following exclusions apply to Part VIII – Family Protect section of **your** policy:

#### 1. Prior Events

We will not be liable for **loss or expense** resulting from a series of connected **insured events** the first of which commenced before the **policy period**.

#### 2. Fraud

**We** will not be liable for **loss or expense** resulting from an **insured event** involving a fraudulent, dishonest, illegal or criminal act or attempt by any **insured person**.

#### 3. Excluded persons

**We** will not be liable for **loss or expense** of an **insured person** who has had any kidnap insurance, whether with **us** or any other insurer, cancelled or declined in the past.

#### 4. Robbery (face to face)

**We** will not be liable for **ransom** surrendered in any face to face encounter, unless surrendered by a person (other than an **insured person** as a victim of a **kidnapping, hijacking or extortion**) who is in possession of such **ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **ransom** demand.

#### 5. Robbery (at event location)

**We** will not be liable for **ransom** surrendered either at the location where the **kidnapping or hijacking** of one or more **insured persons** occurs or where the **extortion** demand is first made, unless brought to such location after receipt of the **ransom** demand for the sole purpose of paying such ransom demand.

#### 6. Loss or expense covered under Part IX – Cyber

**We** will not be liable under this Part VIII – Family Protect for **loss or expense** which is covered under Part IX – Cyber.

#### 7. Cyber

**We** will not be liable for **loss or expense** which relates to an **insured event** which involves one or more of the following (or a threat of one or more of the following):

- a. unauthorised disclosure or transmission of any digitally or electronically held confidential information for which an **insured person** is responsible;
- b. intrusion of, unauthorised access to, or unauthorised use of (including by a person with authorised access) a **computer system**, including that which results in, or fails to mitigate, a denial of service attack or denial of access or a receipt or transmission of a malicious code, malicious software or virus;
- c. loss of **data** arising from the physical theft, loss or damage of or to computer hardware controlled by an **insured person**;
- d. accidental, negligent or unintentional act or failure to act by an employee of an **insured person** or an employee of any third party service provider whilst operating, maintaining or upgrading a **computer system**; or
- e. a **cyber attack**.

#### 8. Property loss or damage

**We** will not be liable for loss or damage to any **property**.

## PART VIII – FAMILY PROTECT

### E. CONDITIONS

#### 1. Notification – what to do in a crisis

As soon as an **insured event** occurs or **you** think (or someone on **your** behalf thinks) an **insured event** is about to occur or may have occurred, **you** or someone on **your** behalf must urgently and as soon as possible telephone the **crisis consultants** by calling the 24-hour-a-day Crisis Hotline number: 00 1 817 826 7000

This is a dedicated crisis response hotline and should only be used for the purposes above. The number operates 24 hours a day, every day of the year, and can be called from anywhere in the world. It operates on a “connect call” basis, which means that it is free of charge to the caller and the call charge is met by **us**.

The **crisis consultants** will advise on whether law enforcement authorities should be informed.

An **assault** must be reported to the police or applicable law enforcement authority within 7 days of the **assault** occurring and the crime reference number must be provided to us.

It is understood and agreed that:

- a. the **crisis consultants** have no authority on **our** behalf to make any admissions which may prejudice **our** rights or to deal with matters concerning policy coverage; and
- b. the provision and the use of these services are not, are not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify an **insured person** under the policy and are without prejudice to any of **our** rights.

#### 2. Confidentiality

The **insured persons** will use all reasonable efforts not to disclose the existence of this Family Protect insurance to any other person.

#### 3. Payment of premium

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

## PART IX – CYBER

This cover is underwritten by HSB Engineering Insurance Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

HSB Engineering Insurance registered address, HSB Engineering Limited, 6 London Street, London EC3R 7LP. Registered in England and Wales, number 02396114 and Ireland 906020.

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

### A. SPECIAL DEFINITIONS IN PART IX (in addition to the policy definitions)

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

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

**Cyber event** means either:

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

affecting **your home systems**.

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

**Damages** means either:

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

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

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

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

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

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

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

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

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

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

### B. BASIS OF COVER

#### 1. Cyber home systems damage

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

- a. Home systems restoration

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

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

## PART IX – CYBER

### b. Computer virus removal

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

### c. Professional assistance

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

## 2. Cyber crime

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

### a. Fraud

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

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

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

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

### b. Telephone hacking

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

### c. Cyber ransom

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

- i. disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- ii. release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

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

### d. Identity theft assistance

The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your personal data**.

## 3. Cyber online liability

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

### a. Data privacy

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

### b. Computer virus transmission

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

### c. Defamation and Disparagement

## PART IX – CYBER

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

### 4. How much we will pay

The most **we** will pay for all claims **we** accept under this policy in total for the **policy period** is the sum insured shown on **your** schedule, regardless of the number of claims.

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

### 5. Defence costs

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

### 6. Paying out the sum insured

For any and all claims arising for the **policy period we** may pay the full sum insured that applies.

When **we** have paid the full sum insured, **we** will not pay any further amounts for any claims or for associated **defence costs**.

## C. CONDITIONS

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

### 1. Reporting a claim

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

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

In addition **you** must also:

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

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

### 2. Protecting data

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

### 3. Controlling defence

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would

## PART IX – CYBER

take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

### 4. Reasonable care

**You** must:

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

### 5. Defence software

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

### 6. Data backup

**You** must back up **your** data at least every month.

**You** must take precautions to make sure that all data is stored safely.

**We** may still pay a claim if **you** can show that **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

### 7. Correct information

**You** must give **us** correct information. If **you** fail to do so and:

- a. **your** failure was deliberate or reckless, **we** will treat **your** policy as if it never existed, refuse all claims and keep any premium **you** have paid. If **your** failure occurs during a change to **your** policy **we** will terminate **your** policy from the date of that change, refuse subsequent claims and keep any premium **you** have paid.
- b. **your** failure was careless and **we** would not have issued **your** policy had **you** told **us** the correct information, **we** will treat **your** policy as if it never existed and return any premium **you** have paid. If **your** failure occurs during a change to **your** policy **we** will treat **your** policy as though the change was not made and where appropriate return any additional premium charged for the change. **You** may want to cancel **your** policy if it does not meet **your** needs (see 'Part X General Conditions, 18. **Your** cancellation').
- c. **your** failure was careless and **we** would have insured **you** on different terms had **you** given **us** correct information, **we** will;
  - i. alter the terms of **your** policy to those **we** would have imposed (other than those relating to premium); and
  - ii. reduce the amount paid or payable on any claim in proportion to the amount of additional premium **we** would have charged.

## D. EXCLUSIONS

The following conditions apply only to Part IX – Cyber. **We** will not pay for any cost, **damages**, liability, loss or defence costs arising from the following:

### 1. Advance fee fraud

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

### 2. Business activities

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

### 3. Circumstances before **your** policy started

Circumstances which existed before any cover provided by **your** policy started, and which **you** knew about.



## PART IX – CYBER

Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **policy period**.

### 4. Confiscation

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

### 5. Excess

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

### 6. External network failure

Failure or interruption of any electrical power supply network or telecommunication network not owned and operated by **you**. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by **your** policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

### 7. Intentional acts

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

### 8. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

### 9. Nuclear risks

Any nuclear reaction, nuclear radiation or radioactive contamination.

### 10. Other insured parties

Any dispute or claim between **you**.

### 11. Patent

Infringement of any patent.

### 12. Terrorism

- a. biological or chemical contamination; or
- b. any failure in the supply of gas, electricity, water or phone service to **your** home;

which is caused by any act of terrorism.

### 13. War

War or civil war.

### 14. Wear and tear

Losses due to:

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

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

## PART X – GENERAL CONDITIONS

**We** will not be liable to pay any claim under this insurance unless **you** and any **insured person** comply with all the requirements in the following conditions.

### 1. Works to **your home**

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

### 2. Assignment

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

### 3. Bankruptcy or death

An **insured person's** bankruptcy or insolvency shall not relieve **us** of any of **our** obligations. However, an **insured person** must notify **us** immediately upon filing or service of legal documents initiating any such proceedings. Further, if the **insured person** dies or becomes bankrupt or insolvent during the **policy period**, this policy, unless cancelled, will cover the **insured person's** legal representative for the remainder of the **policy period**.

### 4. Changes in circumstances

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy.

Please tell **your** insurance advisor immediately to let **us** know if there are any changes to the information set out in the application form/or statement of fact or on **your** schedule. **You** must also tell **your** insurance advisor immediately to let **us** know about the following changes:

- a. any change to the people insured or to be insured;
- b. any intended alteration to, extension to or renovation of **your** property unless the value of the works is under €250,000;
- c. if **your** property is to be lent, let or sublet other than **temporary lets**;
- d. any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule;
- e. if **your** property is used for **business** purposes other than occasional clerical work or **incidental business**;
- f. if **your** property is to be **unoccupied** for any continuous period that exceeds 60 days;
- g. if any member of **your** household or any person to be insured on this policy is charged with or convicted of a criminal offence (this does not include motoring offences).

If the information provided by **you** is not complete and accurate

- a. **We** may cancel **your** policy and refuse to pay any claim;
- b. **We** may not pay any claim in full;
- c. **We** may revise the premium and/or change any excess; and
- d. The extent of the cover may be affected.

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

### 5. Concealment or fraud

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

## PART X – GENERAL CONDITIONS

- a. intentionally concealed or misrepresented any statement of fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

### 6. Fraudulent claims

If **you** make a fraudulent claim under this policy, **we**:

- a. may not be liable to pay any part of the claim;
- b. may recover from **you** any sums already paid to or on behalf of **you** in respect of the claim; and
- c. may, by notice to **you**, treat this policy as having been terminated with effect from the date of the fraudulent act, in which case **we** are not liable for any **occurrence** occurring after that date and are entitled to receive and retain the full premium.

### 7. Sanctions

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us, our** parent company or its ultimate controlling entity to any sanction, prohibition, restriction or any applicable anti-terrorism legislation or regulation under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, or the United States of America or the United Kingdom.

### 8. Construction, severability and conformance to statute

- a. if any provision contained in this policy is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this policy.
- b. if any provision contained in this policy is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. any provisions of this policy which are in conflict with the statutes or regulations of the state or country wherein this policy is issued are hereby amended to conform to such statutes or regulations.

### 9. Cancellation period

If this cover does not meet **your** requirements, **you** may return this policy and schedule to **us** at

Private Client Group  
Azur  
Charlemont Square  
Charlemont Street  
Dublin  
D02VN88  
Ireland

within 14 working days of the cover starting or the day on which **you** receive the policy and schedule, whichever is later, notifying **us** of **your** intention to cancel.

**We** will refund all premiums paid, via **your** issuing broker/agent, within 30 days from the date **we** received the notice of cancellation from **you**, except where a claim has been made by **you** within the 14 working days. Please contact **your** issuing broker/agent where a refund is due.

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

### 10. Currency

Please note that any limit or sum of money referred to in this policy wording shall be converted to the currency used in

## PART X – GENERAL CONDITIONS

the schedule at the AIG corporate exchange rate applicable at the date of the claim/incident. Details of the applicable exchange rate are available upon request.

### 11. Law

Unless the schedule provides to the contrary, this contract will be governed by and construed in accordance with the laws of Ireland.

### 12. Language

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

### 13. Liberalisation

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

### 14. Maintenance

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

### 15. Other insurance

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

### 16. **Our** cancellation

**We** may cancel **your** policy by giving **you** 20 days written notice of such cancellation where **we** have serious grounds for doing so, including any failure by **you** to pay the premium (or any instalment of premium) or to comply with the Part IX – General Conditions under **your** policy which cannot be remedied. This notice will be posted to **you** at the last mailing address shown on the policy schedule. **We** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, providing no claims have been made. If a claim has been made, or there has been an incident which may give rise to a claim, no refund of premium will be given and all premiums will be due.

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

### 17. Recovery from third parties

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

### 18. Sum insured adequacy

**You** must keep the sums insured at a level which represents the full value of the property.

Full value should represent:

- a. for the **home** and **other permanent structures** – the full rebuilding cost including removal of debris and professional fees;
- b. for **contents** and personal possessions – the replacement cost as new; and
- c. for **collections** – the current **market value**.

If **you** do not do this it may prejudice the settlement of any claim being made in full.

#### 19. **Your** cancellation

**You** may cancel this policy or any part of it at any time by notifying **us** in writing of the future date that the cancellation is to take effect. If **you** have not made a claim during the **policy period**, **we** will refund the proportion of any premium **you** have paid for the period of insurance left.

#### 20. Renewal

Please note that **your** policy will be automatically renewed at the end of the **policy period** as per the terms contained in the annual renewal notice unless **we** hear otherwise. **We** reserve the right not to renew **your** policy if **you** have made **us** aware or **we** otherwise become aware of any changes to **your** circumstances and/or information **you** have provided previously, or any new statement of fact, which may affect **our** acceptance of **your** policy.

If **you** usually pay **your** premium to **your** broker, please continue to do so, or if **you** currently pay **your** premium by monthly direct debit, **we** will automatically amend **your** monthly payments to reflect the new renewal premium.

If **we** elect not to renew this policy, **we** will notify **your** broker not less than 10 days before the end of the **policy period** as stated in the schedule.

**We** will write to **you** in advance of **your** renewal date with **our** offer to renew, or to give **you** plenty of time to make other arrangements if **we** are unable to renew **your** insurance. The renewal offer will include the premium and any changes in the terms and conditions for the next **policy period** which, unless **you** have advised **us** otherwise, will automatically proceed if **you** continue to pay **your** premium. Where **we** have agreed to collect this premium automatically **we** will continue to do so unless **you** tell **us** differently. If **you** do not wish to renew **your** insurance please let **us** know before the renewal date of **your** policy.

#### 21. **Unoccupied homes** security and heating

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

a. **You** must:

- i. maintain the security precautions at the **home** as stated in **your** statement of fact document;
- ii. advise **us** before changes to the security at the **home** are made; and
- iii. put all the security precautions into operation whenever the **home** is left **unoccupied**.

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

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

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

#### 22. Losses not covered by this policy

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

#### 23. Payment of premium

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

#### 24. Stamp Duty

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

## PART X – GENERAL CONDITIONS

### 25. Statement as to monies payable

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

### 26. Remuneration

Employees of AIG do not receive remuneration in relation to this insurance contract.

### 27. Advice

AIG does not provide advice about the insurance products it sells.

### 26. Protection and Guarantee Funds

Luxembourg law does not provide for a State owned guarantee or compensation scheme protecting insurance policyholders, beneficiaries and/or **insured persons**. Luxembourg law does, however, provide for a specific system protecting insurance policyholders, beneficiaries and/or **insured persons**, which consists of the following: The assets underlying the technical provisions of the insurance company (referred to as the “Tied Assets”) must be deposited with a depositary bank that has been approved beforehand by the Commissariat aux Assurances. All the Tied Assets constitute a separate pool of assets, which must be clearly segregated from the other assets and liabilities of the insurance company. In case of an insolvency of the insurance company, the policyholders, beneficiaries and/or **insured persons** qualify as privileged creditors who are entitled to recover the claims pertaining to the execution of their insurance policies in priority.

## PART XI – COMPLAINTS AND COMPENSATION

At Azur **we** welcome **your** feedback as it helps **us** provide a better service for **you**. If **you** have any comments or want to make a formal complaint, please visit **our** website at one of the links below, complete the form and send the email. Alternatively phone **us** or write to **us** using the appropriate contact details below:

### CLAIMS RELATED COMPLAINTS

Claims Manager  
Private Client Group  
Azur  
Charlemont Square  
Charlemont Street  
Dublin  
D02VN88  
Ireland

Telephone: +44 (0)20 3319 8999  
Email: [complaints@azuruw.com](mailto:complaints@azuruw.com)  
Online: [www.azuruw.com/contact-us/complaints](http://www.azuruw.com/contact-us/complaints)

### ALL OTHER COMPLAINTS

Customer Relations  
Private Client Group  
Azur  
Charlemont Square  
Charlemont Street  
Dublin  
D02VN88  
Ireland

Telephone: +44 (0)20 3319 8907  
Email: [complaints@azuruw.com](mailto:complaints@azuruw.com)  
Online: [www.azuruw.com/contact-us/complaints](http://www.azuruw.com/contact-us/complaints)

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

**We** will acknowledge complaints within 3 business days of receiving it, keep **you** informed of progress and do **our** best to resolve matters to **your** satisfaction within 8 weeks. If **we** are unable to do this **you** may be entitled to refer the complaint to the Financial Services and Pensions Ombudsman (FSPO). **We** will provide full details of how to do this when **we** provide **our** final response letter addressing the issues raised.

Please note that the Financial Services and Pensions Ombudsman may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it.

### LEGAL EXPENSES COMPLAINTS

**ARAG** Legal Protection Limited will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to our Head of Operations at:

ARAG Legal Protection Limited  
Europa House  
Harcourt Centre  
Harcourt Street  
Dublin 2  
D02 WR20.

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

Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at:

Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29.

**You** can also contact them by emailing their Information Service at [info@fspoi.ie](mailto:info@fspoi.ie) or calling them on +353 1 567 7000.

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

**You** can also contact the Insurance Information Service at

5 Harbourmaster Place  
IFSC  
Dublin 1  
D01 E7E8

## PART XI – COMPLAINTS AND COMPENSATION

or by phoning 01 676 1820. Website [www.insuranceireland.eu](http://www.insuranceireland.eu)

Using these services does not affect **your** right to take legal action.

If **you** wish to make a complaint in relation to the Cyber section, **you** should contact:

The Customer Relations Leader  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: +44 (0) 330 100 3433 (Calls to this number are charged at the same standard landline rate as calls to 01 or 02 numbers.

Email: [complaints@hsbeil.com](mailto:complaints@hsbeil.com)

When **we** receive **your** complaint **we** will:

- a. confirm this within five business days;
- b. pass it to **our** complaints team to be reviewed; and
- c. do **our** best to deal with **your** complaint within four weeks. If **we** cannot, **we** will write to **you** and let **you** know when **we** will be able to give **you** a final response.

As **AIG** Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, **you** have access to Luxembourg mediator bodies for any complaints **you** may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on **AIG** Europe S.A.'s website: <http://www.aig.lu/>

Following this complaint procedure does not affect your right to take legal action.

### INSURANCE COMPENSATION FUND (ICF)

**You** may be entitled to compensation from the scheme in the unlikely event that an insurer cannot meet its obligations in this policy. The maximum amount that could be available in respect of any sum due to **you** is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>





For more information,  
please contact us at:

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42 Pearse Street  
Dublin D02 YX88  
Ireland

Telephone:  
+ 353 1 969 4600

[www.azuruw.com/eu](http://www.azuruw.com/eu)

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